

NORTH CAROLINA  
PERSON COUNTY

Prepared by: James W. Tolin, Jr., Attorney

RESTRICTIVE COVENANTS FOR OLD ORCHARD FARM SUBDIVISION

THIS AGREEMENT AND COVENANT, made and entered into this 30<sup>th</sup> day of June, 1992, by and between Keith Charles Murphy and wife, Donna Lynn Murphy, parties of the first part, and their successors in title to any portions of the land hereinafter described, parties of the second part;

WITNESSETH:

THAT WHEREAS, the parties of the first part are seized of fee simple absolute title in and to those certain lots or parcels of land lying situate in Roxboro Township, Person County, North Carolina, and being more particularly described as follows:

Lying and being in Roxboro Township, Person County, North Carolina, on State Road 1541, containing 45 acres, more or less, and being Lots 1 through 18 and what is designated as "Future Phase 2", on plat of survey entitled "OLD ORCHARD FARM SUBDIVISION, PROPERTY OF KEITH C. AND DONNA L. MURPHY", surveyed January, 1992, by S. Taylor Currin, which plat, recorded in Plat Cabinet 7, Hanger 45-1, Person County Registry, is incorporated herein as an integral part of this description by reference thereto.

AND WHEREAS, parties of the first part desire to restrict the use of the aforescribed property for the benefit of themselves and for the benefit of their successors in title, it being the intent and purpose of the parties of the first part to develop and use said property exclusively for private residential purposes;

NOW, THEREFORE, in order to carry out their intent and purpose, and in order that said property might afford a maximum beneficial use to any owner of any part thereof for residential purposes, the parties of the first part do hereby covenant with their successors in title to any part of the property hereinbefore described that the restrictions hereinafter set forth shall be effective until June 3, 2012, and that the said parties of the first part and their successors in title thereto shall hold title to the same subject to the restrictions hereby imposed, to-wit:

1.

LAND USE AND BUILDING TYPE

The subject property shall be used exclusively for single-family residential purposes and no lot shall be further subdivided, except that parties of the first part shall further subdivide "Future Phase 2" into residential lots and said residential lots shall be subject to these restrictive covenants. No building shall be erected, altered, placed, or permitted to remain on any lot unless said building shall be a detached single-family dwelling with the exception of out buildings such as garages and utility sheds which shall be constructed in conformity with the residential dwelling and shall be of equal quality and finish.

2.

## DWELLING QUALITY AND SIZE

No dwelling shall be erected upon any lot embraced within the aforescribed property unless said dwelling shall contain at least 900 square feet of living area exclusive of garages, carports, storage areas, breezeways and porches. No dwelling or out building shall exceed two and one-half stories in height exclusive of any basement area. All dwellings erected upon these premises shall be of good and standard quality workmanship and the materials used therein shall be of standard and approved quality. All dwellings shall be placed on a permanent masonry foundation of mortar construction. The roof pitch of all dwellings shall be not less than two feet of vertical rise for each twelve feet of horizontal distance.

3.

## BUILDING LOCATION

All dwellings or out buildings erected on the aforescribed premises shall have a minimum set back line as established by the Person County Zoning Ordinance.

4.

## TEMPORARY STRUCTURES

No structure of temporary character, whether the same be a trailer, basement, tent, shack, or barn shall be used at any time for human habitation, either temporarily or permanently.

5.

## PROHIBITED ACTIVITIES

No noxious or offensive activity shall be carried on upon any of the aforescribed premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding property owners. No business activity, trade or profession of any kind whatsoever shall be carried on or practiced upon any of the subject property. No motor vehicles shall be located on the property which have no registration tags or expired registration tags.

6.

## ANIMALS

No animals or poultry, with the exception of domestic pets and horses, shall be kept or maintained on any part of the aforescribed premises.

7.

## RESERVATION

The parties of the first part further reserve an easement for the installation and maintenance of utilities along and over a fifteen (15) foot wide strip on all sides of each lot. Within this easement hereby reserved, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities.

8.

## ROADWAY MAINTENANCE

The expense of maintaining any and all private access roadways serving the subject property in an unpaved condition reasonably suitable for residential vehicular traffic shall be equally apportioned among the various lot owners, with frontage on said roads, on a prorata basis, with each owner of such lots paying an equal amount per year for such maintenance. Maintenance shall be determined and provided for by a roadway maintenance committee composed of three persons, one of which shall be appointed by the parties of the first part and two of which shall be elected by a majority vote of the subject lot owners. At such time as all of the lots in the above-described subdivision have been sold, the parties of the first part shall no longer be entitled to representation on the roadway maintenance committee and all three of its members shall be accordingly elected by a majority vote of the subject lot owners. This committee shall establish a roadway maintenance fund and make all decisions as to the type and timing of such maintenance. On or before the first day of June of each year beginning in 1993, the owner of each lot effected by this roadway maintenance agreement shall pay to the roadway maintenance fund the sum of \$100.00, unless and until such assessment is subsequently modified by the roadway maintenance committee. All purchasers of the subject lots hereby bind themselves, their heirs, successors and assigns to this roadway maintenance obligation and the same shall constitute a lawful obligation of each lot owner and shall be enforceable against said lot owner by the maintenance committee pursuant to any and all legal remedies allowed by the State of North Carolina for the collection of debts.

9.

## TERM

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until June 3, 2012, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the lot owners then owning lots has been recorded, agreeing to change said covenants in whole or in part.

10.

## ENFORCEMENT

If the parties hereto, or any one or more of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the other real property subject to these restrictions to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any such covenant, either by way of injunction against such violation or by monetary damages.

11.

## SEVERABILITY

Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, all of which shall remain in full force and effect. Failure by any person or persons to take action against an ongoing violation of any of these covenants shall not be construed as a waiver of any rights of enforcement thereof and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, Keith Charles Murphy and wife, Donna Lynn Murphy, have hereunto set their hands and seals, this the day and year first above written.

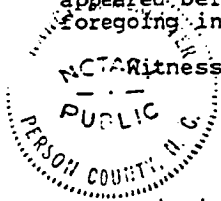
Keith Charles Murphy (SEAL)  
Keith Charles Murphy

Donna Lynn Murphy (SEAL)  
Donna Lynn Murphy

NORTH CAROLINA  
PERSON COUNTY

I, a Notary Public of the County and State aforesaid do hereby certify that Keith Charles Murphy and Donna Lynn Murphy personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 30th day of June, 1992.



Nancy D. McAlister  
Notary Public

My Commission Expires: 1-18-97

NORTH CAROLINA  
PERSON COUNTY

The foregoing certificate of Nancy D. McAlister, a Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 221, Page 298. This 9 day of July, 1992, at 3:40 o'clock P.M..

J. Ben Kirby by Jany Snyder, Asst.  
J. Ben Kirby  
Register of Deeds