

PREPARED BY: Daniel R. Long, Jr., Attorney at Law

NORTH CAROLINA
PERSON COUNTY

Book Page
0269 0518

FILED
PERSON COUNTY NC
08/20/97 4:36 PM
AMANDA W. GARRETT
Register Of Deeds

**RESTRICTIVE COVENANTS, EASEMENTS
AND ROAD MAINTENANCE AGREEMENT FOR
LOT NUMBERS 10, 28, 29, 30 and 31
of SUNNY BROOK FARMS**

THIS AGREEMENT AND COVENANT, made and entered into this 20th day of August, 1997, by and between: **OLD NORTH STATE HOMES CORPORATION**, a North Carolina Business Corporation with a principal place of business in Person County, North Carolina, party of the first part; and its **SUCCESSORS IN TITLE** to any portion of the lands hereinafter described, parties of the second part;

WITNESSETH:

THAT WHEREAS, the party of the first part is seized of fee simple absolute title in and to the hereinafter described lots or parcels of land lying situated in Roxboro Township, Person County, North Carolina, and being more particularly described as follows:

Being all of what is shown, depicted and described as **LOT NUMBERS 10, 28, 29, 30, and 31** on that certain plat of survey entitled "**SUNNY BROOK FARMS**", as surveyed and prepared by Hamlett-Jennings and Associates, P.A., under the supervision of John J. Jennings, R.L.S. #3052, in July, 1997; which plat, of record in **Plat Cabinet 10, Hanger 81-E**, Person County Registry, is incorporated by express reference thereto as an integral part of this description.

AND WHEREAS, the party of the first part desires to restrict the use of the aforescribed property for its own benefit and for the benefit of its successors in title, it being the intent and purpose of the party of the first part to develop and use said property for private residential purposes;

NOW, THEREFORE, in order to carry out its 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 party of the first part does hereby covenant with its successors in title to any part of the property hereinbefore described that the restrictions hereinafter set forth shall be effective until July 1, 2017, and that the party of the first part and its successors in title thereto shall hold title to the same subject to the restrictions upon its use hereby imposed, to wit:

1. PROPERTY USE:

The subject property shall be used exclusively for residential purposes and no lot shall be further subdivided.

2. TYPE, SIZE AND QUALITY OF BUILDINGS:

(a) No building shall be erected, altered, placed, or permitted to remain on the subject property unless said building shall be detached single-family dwelling with the exception of outbuildings such as garages and utility sheds which shall be constructed in harmony and conformity with the residential dwelling and shall be of equal quality and finish. All dwellings and buildings erected upon lots shall be of good and standard workmanship, and shall be constructed of good, standard and approved materials for buildings.

(b) No dwelling shall be allowed, erected or permitted to remain on the subject property unless said dwelling shall contain at least 1,000 square feet of heated, finished living space, excluding garages, carports, basements, storage areas, and porches. No dwelling, outbuilding or other structure shall exceed two and one-half stories in height exclusive of any basement area. No single-wide mobile home, tent, shack or trailer shall be erected, placed, or permitted to remain on the property without regard to whether it is placed on permanent foundation. However, modular homes or multi-unit manufactured homes constructed in full compliance with all applicable codes and ordinances, and placed on permanent foundations with brick or finished masonry underpinning are expressly permitted.

(c) All buildings shall be served by a separate well and septic separate septic system to be constructed and maintained at no expense to the party of the first part and full compliance with the applicable regulations and laws governing private wells and septic systems.

(d) There shall be a committee known as the "Architectural Review Committee." The function of this committee shall be to review all building plans and specifications in a effort to preserve and protect the architectural integrity and aesthetics of the subdivision. Specifically, the committee shall make inquiry into the quality of the building materials, the workmanship and experience of the proposed builder, the exterior color schemes and the harmony of the exterior design with the existing structures in the subdivision.

(e) No home or other structure shall be erected, placed or altered on any lot until the construction plans and specifications have been filed with and approved by the Architectural Review Committee. All such plans and specifications shall be submitted to the chairman of the committee by regular mail or hand delivery. The committee shall act to approve or disapprove such plans and specifications within fifteen (15) days of receipt; a failure to notify the applicant in writing of a decision by mail or hand delivery within said fifteen (15) day period shall constitute an approval.

(f) The Architectural Review Committee shall be composed of THREE (3) persons who own or have an ownership interest in a lot or lots within the subdivision. Said persons shall be elected by majority vote of the lot owners (i.e., one vote per lot owned) on the second Monday of June of each year beginning in 1998. Votes may be submitted by proxy or in person to the Chairman of the Committee. The Chairman shall have the power to appoint person(s) to fill any vacancies arising between elections. The following people shall serve on the initial committee and shall continue to serve until replaced:

- (1) Eleanor G. Pennebaker, Chairman
- (2) Donald E. Pennebaker
- (3) Teresa P. Vilaro

(g) The Architectural Review Committee shall have the power to institute civil actions to obtain restraining orders and/or injunctions to enjoin breaches of this Article. However, any such action must be filed within four weeks of the commencement of any noticeable construction by a lot owner or is/her agent(s), employee(s) or contractor(s).

(h) Once a building has been completed and approved by the County Building Inspector, no action shall lie on the part of this committee or any lot owner to enforce this Article.

3. BUILDING LOCATION:

All dwellings, outbuildings and other structures with the exception of fences erected on any of the above-referenced lots shall have a minimum set back line of at least thirty-five (35) feet from any highway or subdivision road right-of-way, twenty (20) feet from any adjoining lot, and fifteen (15) feet from the rear of any lot. However, the part of the first part shall have the right, not the obligation, to waive minor violations of these requirements, such minor violations being defined as those not in excess of ten percent (10%) of the minimum requirements specified herein.

4. BUILDING COMPLETION AND MAINTENANCE DURING CONSTRUCTION:

(a) The exterior of all dwellings and other structures must be completed within twelve (12) months after the commencement of construction, except when such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. The construction and maintenance of any dwelling, building or other structure shall be in full compliance with all applicable county and state building codes and health regulations.

(b) During construction the contractor or owner must keep the building site reasonably clean. All building debris, stumps trees, and other refuse must be removed from each building lot as often as necessary in order to keep same in neat and attractive condition. Such debris will not be dumped or allowed to remain on any part of the property. Further, during construction, all trash receptacles shall be concealed from view from the private roadway shown as "HAWTHORNE DRIVE" and "SWEET BAY COURT" on the above-referenced plat and from the view of S.R. #1542.

5. TEMPORARY STRUCTURES:

No structure of temporary character, (whether trailer, basement, tent, shack, or barn) shall be erected or placed on any of the above-referenced lots. No building of any kind detached from the main residence including, but not limited to, garages shall be used at any time for human habitation, either temporarily or permanently. No outbuilding shall be constructed on any lot prior to the construction of a dwelling house.

6. FENCES AND SWIMMING POOLS:

(a) All privacy fences built or erected on any lot shall be constructed in harmony and conformity with the residential dwelling and shall be of equal quality and finish. No fence shall exceed eight (8) feet in height.

(b) All swimming pools built on property shall be constructed with standard and approved quality materials and good workmanship. All swimming pools shall be enclosed by a fence to be maintained by the owner in order to insure the safety of children and animals.

7. ANIMALS:

No animal of any kind, other than domestic pets, shall be kept or maintained on any part of the above-referenced lots; and provided further that all such pets shall at all times be kept under proper control of their owners. The combined number of domestic pets allowed to be kept on any one lot shall not exceed five (5).

8. PERMITTED AND PROHIBITED ACTIVITIES:

(a) No noxious or offensive activities shall be carried on upon any lot, nor should anything be done thereon which might be or become an annoyance or nuisance to the surrounding property owners, including, but not limited to, hunting and the discharge of firearms.

(b) No motor vehicle or equipment of any kind which is not in operable condition shall be regularly stored upon the property except in enclosed garages or outbuildings. No abandoned trucks, cars, car parts or junk of any kind shall be stored upon property. No unlicensed vehicle or driver shall be allowed to operate on the private roads depicted as "HAWTHORNE DRIVE" or "SWEET BAY COURT" on the above-referenced plat with the exception of small farm tractors and equipment, lawn maintenance equipment and road maintenance equipment.

(c) Adequate off street parking (garages and driveways) shall be provided by the owner(s) of each lot for the parking of automobiles of the owner(s) or the resident(s) of any dwelling and their guests.

(d) No outdoor clothes drying lines or other similar devices shall be located so as to be visible from the highway or the private roads shown as "HAWTHORNE DRIVE" or "SWEET BAY COURT" on the above-referenced plat.

(e) It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on their lot(s) such as to substantially decrease the beauty and value of the neighborhood as a whole or the specific area affected. No refuse pile or unsightly accumulation shall be allowed to be placed or remain on any lot, including vacant lots.

(f) Any satellite dishes for the reception of television and/or radio which exceed 36 inches in diameter must be out of sight of S.R. #1542 and the private roads shown as "HAWTHORNE DRIVE" or "SWEET BAY COURT" on the above-referenced plat of survey.

9. ROAD MAINTENANCE:

(a) The expense of maintaining the private roads shown and depicted as "HAWTHORNE DRIVE" and "SWEET BAY COURT" on the above-referenced plat of survey and those plats of survey of record in Plat Cabinet 10, Hangers 56-C and 64-A, Person County Registry, in an unpaved condition reasonably suitable for residential vehicular traffic in all weather conditions shall be equally apportioned among the owners of LOT NUMBERS 10, 28, 29, 30 and 31 on the above-referenced plat of survey and the owners of LOT NUMBERS 5, 6, 7, 8, 9, 32, 33, 34, 35 and 36 on those plats of survey of record in Plat Cabinet 10, Hangers 56-C and 64-A, Person County Registry, with the owner(s) of each such lot or lots paying an equal amount per year for such maintenance.

(b) Maintenance shall be determined and provided for by a "Roadway Maintenance Committee" composed of two persons, one appointed by the party of the first part or its assigns and one elected by the majority vote of the owners of the subject lots, including LOT NUMBERS 5, 6, 7, 8, 9, 32, 33, 34, 35 and 36 on those plats of survey of record in Plat Cabinet 10, Hangers 56-C and 64-A, Person County Registry. At such time as all the subject lots have been sold, the party of the first part shall no longer be entitled to representation on the Roadway Maintenance Committee and both of its members shall be elected by majority vote of the owners of the subject lots. A meeting of the owners of the subject lots shall be held in January of every year to elect by majority vote, members to serve of this committee, with the owner(s) of each lot having one vote per lot owned. The Roadway Maintenance Committee shall establish a roadway maintenance fund and make all decisions as to the type and timing of maintenance.

(c) On or before January 1st of each year beginning in 1998, the owner(s) of the subject lots shall pay to the road maintenance fund the sum of \$100.00 unless and until such assessment is subsequently modified by the Roadway Maintenance Committee. However, should any one person, corporation, husband and wife, or other recognized legal entity own more than one contiguous lot, then they shall pay only one roadway maintenance assessment unless more than one dwelling is placed upon the lots.

(d) All purchasers of subject lots hereby bind themselves, their heirs, successors, and assigns to this road maintenance obligation and same shall constitute a lawful obligation of each lot owner(s) and shall be enforceable against said lot owner(s) by the Roadway Maintenance Committee using any and all legal remedies allowed for the collection of debts.

10. RIGHT OF WAY, UTILITIES, AND SIGN EASEMENTS:

(a) The party of the first part reserves the right to subject the above-described property to a contract with Carolina Power and Light or its successor, hereinafter "CP&L", for the installation of electric cables and lines, and the installation of street lighting, which shall require a continuing monthly payment to CP&L by the owners of the subject lots. The amount of such payment shall be determined by CP&L.

(b) The party of the first part further reserves an easement for the installation and maintenance of utilities, including cable television lines or cables, along and over a fifteen (15) foot wide strip on all sides of each lot. Within this easement, no structures, plants or other material shall be placed or permitted to remain which might damage or interfere with the installation or maintenance of utilities.

(c) All utility lines specifically serving an individual lot must be placed underground at the expense of the lot owner(s) to the extent that underground placement is possible consistent with the requirements and regulations of the applicable utility provider. Electrical cables and lines will be installed at the expense of the party of the first part in the right of way of the private roads shown as "HAWTHORNE DRIVE" and "SWEET BAY COURT" on the above-referenced plat. It shall be the responsibility of parties of the second part (individual lot owners), at no expense to the party of the first part, to extend electrical service from the private road right of way to the individual lots.

(d) The party of the first part also reserves a perpetual easement for egress and ingress over and across all of what is shown and depicted as "HAWTHORNE DRIVE" and "SWEET BAY COURT" on the above-referenced plat of survey. This easement is for the benefit of the remaining lands of the party of the first part as described in that deed of record in Deed Book 251, Page 689, Person County Registry. This easement shall run with the land for which it is intended to benefit.

11. DURATION AND AMENDMENT OF COVENANTS:

These covenants and restrictions shall run with the land and shall be binding upon the property owners, and all persons claiming under them until July 1, 2017, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than seventy-five (75%) of the lot owners has been recorded, agreeing to change these covenants in whole or in part.

12. ENFORCEMENT:

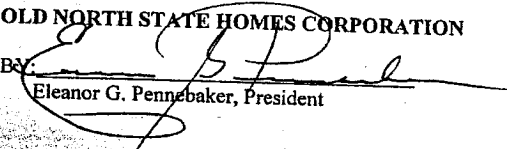
If the parties or anyone or more of them or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) owning any of the other real property subject to these restrictions to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any such covenant. These restrictive covenants shall be enforceable by any remedy allowed by the law of the State of North Carolina, including, but not limited to: temporary restraining orders, injunctions and monetary damages. In addition, the complaining party, if successful, shall be entitled to recover reasonable attorney fees from the person(s) or entity(ies) found to be in violation of these covenants.

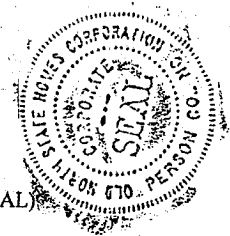
13. SEVERABILITY:

Invalidation of any one or more of these covenants by judgment or order of a court having jurisdiction of such matters shall in no way affect any of the provisions hereof, all of which shall remain in full force and effect. Failure by any person(s) 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, Old North State Homes Corporation has caused the execution of the foregoing instrument in its corporate name and its corporate seal affixed thereto as an act of the corporation by its President and attested by its Secretary, this the day and year first above written.

OLD NORTH STATE HOMES CORPORATION

By: 
Eleanor G. Pennebaker, President



ATTEST:

Teresa P. Vilaro

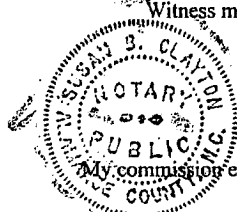
Teresa P. Vilaro, Secretary

(CORPORATE SEAL)

NORTH CAROLINA
ALAMANCE COUNTY

I, a Notary Public of the County and State aforesaid do hereby certify that Teresa P. Vilaro personally appeared before me this day and acknowledged that she is the Secretary of Old North State Homes Corporation, a North Carolina business corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by the President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official seal, this 20th day of August, 1997.



Susan B. Clayton
Notary Public

My commission expires: 6-14-2000

STATE OF NORTH CAROLINA
COUNTY OF PERSON

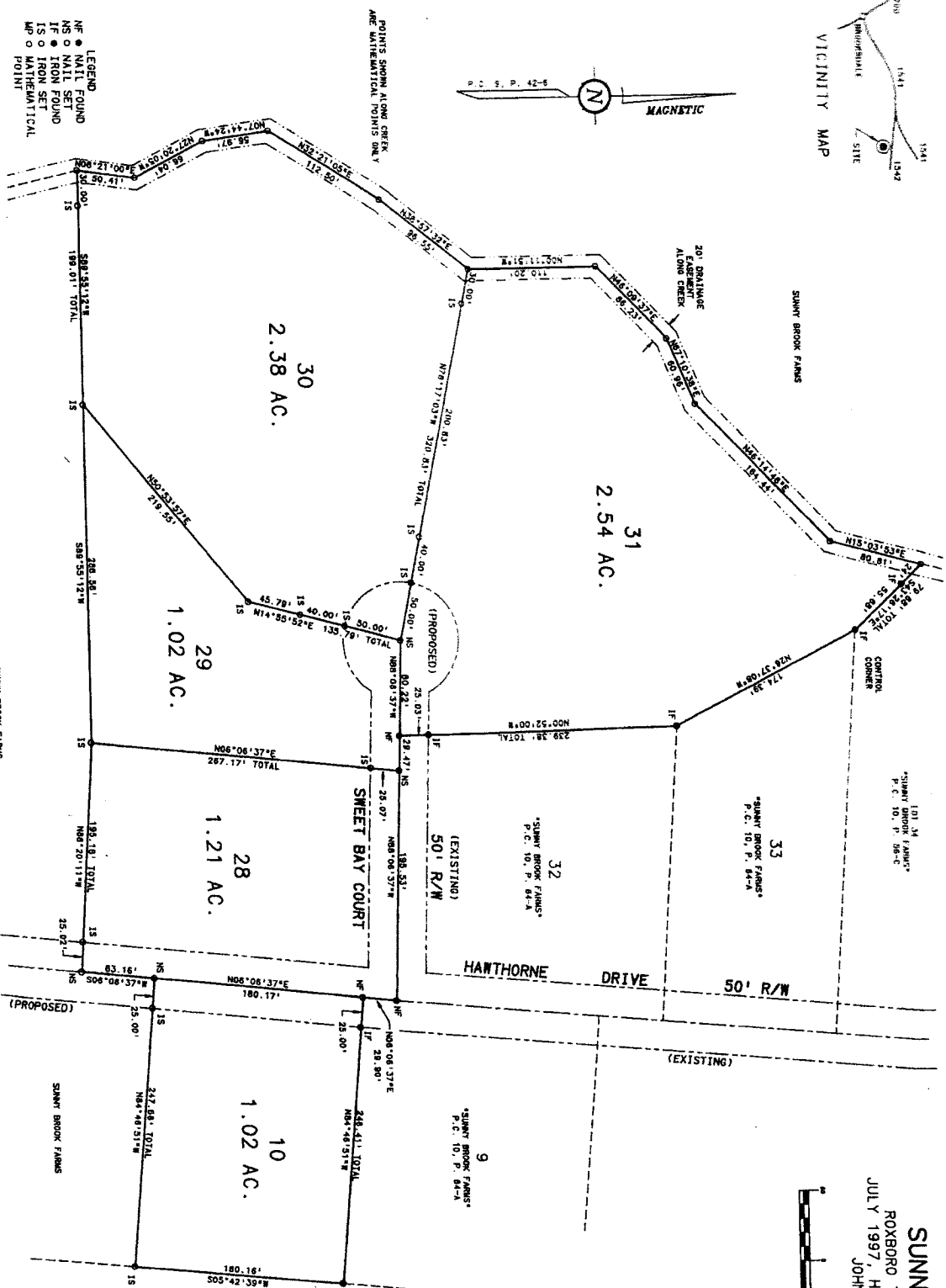
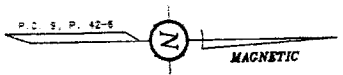
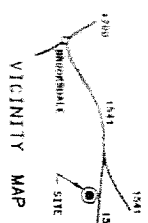
The foregoing certificate of Susan B. Clayton, a Notary Public for Alamance County, North Carolina, is certified to be correct. This instrument and this certificate are duly registered in Deed Book 269, Page 518, Person County Registry.

This the 20th day of August, 1997, at 4:36 o'clock p.M

AMANDA W. GARRETT, REGISTER OF DEEDS

Amanda W. Garrett

BY: *Jaye Bryder, Deputy*



HAMLETT-JENNINGS & ASSOCIATES, P.A.
 REGISTERED LAND SURVEYORS
 212 S. BROAD STREET, CAROLINA 27573
 (910) 598-8742

LEGEND
 NF • NAIL FOUND
 NS ○ NAIL SET
 IF ● IRON FOUND
 IS ○ IRON SET
 MP ○ MATHEMATICAL POINT

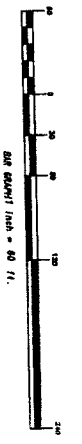
UNLESS STATED, SEALED AND DATED, THIS IS A PRELIMINARY PLAN, NOT FOR RECORDATION, SALES OR CONVEYANCES.

NORTH CAROLINA PERSON COUNTY
 THE FOREGOING CERTIFICATE OF **Anthony Ray Jennings** IS CERTIFIED TO BE CORRECT. THIS PLAN WAS PRESENTED FOR REGISTRATION AND REVIEWED THIS 18th DAY OF JULY 1997, AT 10:57 AM, BY ME, THE CLERK OF PERSON COUNTY, IN THE PRESENCE OF **James W. Smith**, REGISTERED LAND SURVEYOR.

NORTH CAROLINA PERSON COUNTY
 I, **John J. Jennings**, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THIS PERSON COUNTY, SITTING BY HAND AND SEAL THIS 18th DAY OF JULY 1997.



PLAT C-10 Hga 81-E



PLAT OF SURVEY
SUNNY BROOK FARMS
 ROXBORO TWP., PERSON COUNTY, N.C.
 JULY 1997, HAMLETT-JENNINGS & ASSOCIATES
 JOHN J. JENNINGS L-3052

I HEREBY CERTIFY THAT THE AMPLIFICATION PLAN AS DEPICTED HEREON HAS BEEN QUALIFIED FULL, APPROPRIATE AND TO THE PERSON COUNTY SURVEYOR'S REGISTRATION NUMBER L-3052.

James W. Smith
 REGISTERED LAND SURVEYOR



I, **John J. Jennings**, CERTIFY THAT THIS PLAN WAS PRESENTED FOR REGISTRATION AND REVIEWED THIS 18th DAY OF JULY 1997, AT 10:57 AM, BY ME, THE CLERK OF PERSON COUNTY, IN THE PRESENCE OF **James W. Smith**, REGISTERED LAND SURVEYOR.

NORTH CAROLINA PERSON COUNTY