

Poplar Branch
Records

NORTH CAROLINA
PERSON COUNTY

150 488

RESTRICTIVE COVENANTS

This Declaration and Agreement, made and entered into this the 31st day of July, 1977, by and between ALLEN-GATES, INC., a North Carolina corporation with principal offices in Roxboro, North Carolina, party of the first part, and all Successors in Title and their respective heirs and assigns of lots included within the lands hereinafter described, parties of the second part;

W I T N E S S E T H:

WHEREAS, the party of the first part intends to convey the lots hereinafter referred to by deeds referring to restrictive covenants contained in this Declaration and Agreement, and to subject the lands hereinafter referred to to such restrictive covenants for the benefit of each of the present or future owners of the aforesaid lands;

NOW, THEREFORE, the party of the first part agrees that all lots comprising the lands hereinafter referred to shall be sold subject to the restrictive covenants hereinafter set out, and all grantees of the said lots, for themselves, their heirs, successors and assigns, by the purchase of said lots agree to be bound by the covenants herein contained.

The purchaser or owner of any lot in the lands hereinafter described, for himself, herself, or itself, and for his, her, or its successors in interest, agrees to the following restrictive covenants:

ARTICLE I

The lands to which these covenants shall apply are described as follows:

Lying and being in Olive Hill Township, Person County, North Carolina, and being all of the lands shown as Lots 1 through 21 inclusive, as shown on that plat of survey made by Phillip J. Hall, surveyor, dated April, 1977, entitled "Poplar Branch" and recorded in Plat Book 23, at page 25, Person County Registry; said plat being hereby specifically incorporated by reference.

ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby enhance the values of investments made by purchasers of lots therein.

ARTICLE III

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No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two and one half (2½) stories in height and a private garage for not more than two vehicles.

ARTICLE IV

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of three persons designated and appointed by declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE V

No building shall be located on any lot within areas designated "set-back areas" unless a modification of such set-back requirements is allowed by written decision of the architectural committee.

ARTICLE VI

No residential structure which has a heated living area of less than 1,600 square feet, exclusive of porches, breezeways, steps, garages and basements shall be allowed or placed or permitted to remain on any lot.

ARTICLE VII

No lot shall be subdivided without the express written consent of the architectural committee.

ARTICLE VIII

No noxious or offensive trade or activity shall be carried on upon any lot, nor anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored upon the premises and no trucks or tractors may be stored on the premises, except in enclosed garages. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. No swimming pool or other excavation which may reasonably be expected to contain accumulations of water may be constructed upon any lot without the written consent of the architectural committee.

ARTICLE IX

No trailer, tent, shack or other outbuilding shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently, but nothing herein contained shall prohibit the housing of domestic servants of the owner in faci-

lities appurtenant to such detached garage.

ARTICLE X

No animals or poultry of any kind other than house pets and pleasure horses shall be kept or maintained on any part of said property for private or commercial purposes.

ARTICLE XI

All fences, enclosures or walls must be approved by the architectural committee as to type, design and location.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner.

No existing subdivision roadways shall be extended nor shall any private or public access roads be allowed to be attached to said roads. Only driveways serving residence houses within the subdivision shall be permitted for the personal use of the respective lot owner. It is the intent and purpose of this division to allow for the use of the subdivision roadways for subdivision property owners only and to protect against the use of same for through traffic to adjacent lands.

ARTICLE XIII

There is hereby created the Poplar Branch roadway association whose function shall be to attend to the year to year maintenance of all roads within the Poplar Branch Subdivision using funds derived as hereinafter stated. Said Association shall consist of three (3) persons, to wit, John Westmoreland, Bobby Long and Henry Gates, all appointees of the party of the first part. Upon the sale of one-third of the building lots in Poplar Branch, then one of the herein named commissioners shall be replaced by that lot owner elected by a majority of the lot owners. Upon the sale of two-thirds of all lots in Poplar Branch, then a second commissioner shall be elected by the majority vote of said lot owners and he shall replace a second of the above appointed commissioners and upon the sale of all of said lots, the entire three-man commission shall be elected by majority vote of all lot owners and thereafter no appointees of the parties of the first part shall be so entitled to serve and every three (3) years thereafter an election shall be performed with each lot owner allowed a vote and the three (3) top vote getters shall serve a three-year term each on said commission. Should a vacancy occur on the commission due to death, resignation or otherwise, then the remaining two commissioners shall be authorized to appoint an interim commissioner to fulfill the balance of the vacated term. The funding for said roadway maintenance shall be as follows: The party of the first part shall immediately create a roadway trust account with a recognized bank with an initial deposit of \$1,000, and thereafter, upon the sale of each lot within the subdivision by the party of the first part, the amount of \$200.00 per sale shall be deposited in said account at the expense of the party of the first part. In addition, each year every lot owner shall be responsible for paying to the commission in the sum of \$37.50 as his proportionate contribution to roadway maintenance expense. Such contributions by lot owners shall be effective beginning the first full year of ownership by the respective property owner.

ARTICLE XIV

The declarant herein, its successors and assigns, hereby reserves unto itself the first right of refusal for all resales of the lots described hereinabove until such time as the declarant has sold all lots contained in said development at which time same shall expire. Said first right of refusal must be exercised by said declarant, its successors and assigns,

within thirty (30) days of the notification thereof by the property owner and failure of exercise of such right within said period will be a waiver thereof.

ARTICLE XV

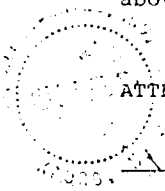
These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any 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 real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing, or to recover damages or other dues for such violation.

ARTICLE XVI

Invalidation of any one of these covenants or any part thereof by judgment or court order shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, Allen-Gates, Inc. has caused this Agreement to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, all by order of its Board of Directors, as of the day and year first above written.



ATTEST:

R. H. Long, Jr.
Secretary

ALLEN-GATES, INC.

BY:

[Signature]
President

NORTH CAROLINA
PERSON COUNTY

This is to certify that on this day before me personally came R. H. Long, Jr. with whom I am personally acquainted who, being by me first duly sworn says that H. S. Gates is the President and R. H. Long, Jr. is the secretary of Allen-Gates, Inc., the corporation described in and which executed the foregoing agreement, that he knows the common seal of said corporation, that the seal affixed is said common seal and the name of the corporation was subscribed thereto by said president and said president and secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this 17th day of October, 1977.

[Signature]
Notary Public

My Comm. Expires: September 1, 1979