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KATHY YOUNG
Register Of Deeds

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DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

STATE OF NORTH CAROLINA
COUNTY OF STOKES

THIS DECLARARTION OF RESTRICTIVE AND PROTECTIVE
CEVENANTS AND CONDITIONS is made executed this 17th day of April, 2001, by
and between M & N Investments, Party of the First Part, hereinafter referred to as
"Prospective Purchasers";

WITNESSETH

WHEREAS, Developer has heretofore acquired title to a certain tract or parcel of
land which has been subdivided into Lots Numbers 1 through 34, according to a
certain map or plat entitled "M & N Investments, Cedar Acres" (hereinafter referred to as
"the Subdivision"), which said map appears of record in the Office of the Register of
Deeds of Stokes County in Plat Book 7, Page 307;

AND, WHEREAS, Developer intends to convey said lots as the same are shown
and delineated on the Subdivision map by deeds to various persons, firms and
corporations, subject to certain restrictive and protective covenants and conditions which
are deemed to make the Subdivision more desirable and to be for the benefit of all those
who acquire title to any one or more of said numbered lots, to the end that the restrictive
and protective covenants and conditions herein set out shall insure to the benefit of each
person, firm or corporation which may acquire title to any or all of said lots, and which
shall be binding upon each such person, firm or corporation to whom or to which the said
Developer may hereafter convey any of said lots by deed, deed of trust or other
instrument;

RESTRICTIVE COVENANTS

NOW, THEREFORE, in consideration of the premises, Developer hereby covenants and agrees with said Prospective Purchasers that each of the above-mentioned lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth, and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said lots as fully and to the same extent as if set forth thereon.

As a condition of the sale or conveyance of any of said numbered lots, the Prospective Purchasers agree and covenant to abide by and conform to abide by and conform with said restrictive and protective covenants and conditions.

The Restrictive and Protective Covenants and Conditions are as follows:

1. **Lot.** The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned map. Provided, however, that the owner of all of a numbered parcel on said map may combine with such numbered parcel parts or portions of another numbered parcel or parcels, and the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions.
2. **Land Use and Building Type.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling, and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. No singlewide or doublewide mobile home may be erected or permitted to remain upon any Lot. A private garage, outbuildings as herein expressly permitted, and an overhead story for servants

quarters not rented, leased or utilized for any remuneration, are permitted. No outbuilding shall be erected upon any Lot unless same is incidental to the residential use of said Lot.

3. Dwelling Size.

- (a) Any one-story dwelling erected upon any Lot shall contain not less than 1300 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

4. Dwelling Quality.

- (a) All dwellings and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. No portion of the exterior of any dwelling shall be of asbestos shingle siding, imitation brick or stone roll siding, or of concrete blocks. All outbuildings permitted by these restrictive covenants shall be of the same quality and type of construction as the main dwelling. The outside surface of beams, walls and roofs of any appurtenant structures located on any Lot shall be of material and quality construction comparable in cost, design and quality to the outside surfaces of the dwelling located on said Lot. No metal carports, storage shed, or barn shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot.
- (b) All dwellings shall have foundation of block with a façade of brick or rock. The foundation may also be constructed of split-faced block. All

outbuildings and garages shall be of same construction methods and materials as main dwelling. No Leonard or any other such companies structures such as carports, outbuildings, and garages shall be permitted.

- (c) All front porches shall be of block foundation with a façade of brick or rock to match main dwelling. All front porches shall have a shingled roof to match main dwelling and consist of decorative columns, no pressure treated lumber shall be visible on front of dwellings. All front porches shall be a minimum of 6' X 10'. All back decks shall be a minimum of 10' X 12'.

All dwellings and appurtenant structures must be constructed by a building contractor licensed by the State of North Carolina.

- (d) All modular homes must have a minimum 7/12 pitch roof.
- (e) Modular homes cannot have any paneling in a heated living area.
- (f) All modular homes must be constructed of wood, no metal framing permitted.

5. **Garbage and Refuse Disposal.** No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garage and other waste shall be kept only in sanity containers. All incinerators, containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. All homeowners shall be responsible for transporting their refuse to a local dumpster facility.
6. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon the Lot, nor shall anything be done thereon which may be or become a nuisance to the

neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle shall be permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle be permitted to remain upon any Lot unless it is "blinded" so as not to be visible from any street or road within the Subdivision.

7. **Temporary Structures.** No structure of temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at anytime as a residence, either temporarily or permanently.
8. **Signs.** No signs of any kind shall be displayed to the public view on any Lot. However, one sign of not more than five (5) square feet advertising the property for sale of rent, and signs used by a builder to advertise the property during the construction and sales period are permissible.
9. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, providing they are not kept, bred or maintained for commercial purposes.
10. **Screening.** Only mini satellite dishes shall be allowed in development. Such satellite dishes are to be located in an inconspicuous place.
11. **Driveways.** All driveways shall be paved, concrete or gravel.
12. **Fences.** No chain link type fencing shall be permitted within the Subdivision along the front or side lot lines. Any owner may construct a chain link fence for permitted domestic animals, but such permitted chain link fencing must be

"blinded" from view of adjacent lots or from any roadway serving the
Subdivision.

13. **Commencement of Construction.** Any Construction must be completed within
twelve (12) months following commencement of construction.

14. **Architectural Standards.** Before any dwelling is constructed within the
Subdivision, each lot owner shall submit plans and specifications to the Developer
for approval, and the Developer shall have the exclusive right to approve or
disapprove such plans and specifications. The plans and specifications of each lot
owner shall be approved or disapproved within thirty (30) days from the receipt
thereof, and such plans shall be approved unless the proposed dwelling is contrary
to the spirit of these restrictive covenants and contrary to the best interest, welfare
and rights of other owners of property within the Subdivision. In the event the
Developer shall fail to approve or disapprove plans within thirty days after
submission of same to the Developer for the purpose of this paragraph, approval
shall be deemed to have been given by Developer. The provisions of this
paragraph are and shall be subordinate to the rights of any lender or mortgagee
who shall provide construction or permanent loan funds to any owner,

15. **Time.** These Covenants are to run with the land and shall be binding on all
persons acquiring title to any of the afore-mentioned Lots up to and including the
1st day of January, 2011, at which time said covenants shall be automatically
extended for successive periods of five years, unless, by written instrument
executed by a majority of the then owners of the said Lots, and duly recorded in
the Office of the Register of Deeds of Stokes County within three months of any

anniversary date of any such automatic renewal, it is agreed to change such covenants in whole or in part.

16. **Enforcement.** Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefore. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of setback restrictions, the sole remedy of any offended person, person being a suit for damages.
17. **Severability.** Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.
18. **Amendments.** The foregoing Restrictive and Protective Covenants may be modified or amended by the Developer to allow reasonable variances and adjustments to alleviate practical difficulties and hardships in their enforcement an operation. Any such amendments shall not violate the spirit or the intent of this document. To be effective, a variance shall be recorded in the Register of Deeds of Stokes County and shall make express reference to this Declaration.
19. The seller shall pave the access road from Highway 268 East to all lots in the original development plat. This paving shall be done prior to the first house is constructed. Buyers of all lots shall be responsible for any damage their construction does to this private road. Any repairs to the road in the future will be the responsibility of each owner to share on an equal basis, until it becomes a state road.

20. All electrical costs shall be borne by the sellers to locate power lines to the edge of each lot with said utility lines from Highway 268 East to each lot sight shall be underground. Buyers to bear the cost of electricity to the home from the private access road with said utility lines to also be underground.

RESTRICTIVE COVENANTS

IN TESTIMONY WHEREOF, the Party of the First Part has hereunto set his hand and seal, as of the day and year first above written.

Marty W. Needham (SEAL)
M & N Investments

NORTH CAROLINA,

STOKES COUNTY.

I, a Notary Public for said County and State, hereby certify that M & N Investments, personally appeared before me this day and acknowledge due execution of the foregoing Declaration of Restrictive and Protective Covenants and Conditions.

WITNESS my hand and official stamp or seal this 17th day of April 2001.

My Commission expires:

May 12, 2004
(SEAL)

Sandra W. Gilley
NOTARY PUBLIC

North Carolina, Stokes County
The foregoing certificate(s) Sandra W. Gilley
Sandra W. Gilley a Notary (or Notaries)
Public of the Government units designated is (are)
certified to be correct.
KATHY YOUNG, Register of Deeds
By Kathy Young

