

NORTH CAROLINA,
SURRY COUNTY.

DECLARATION OF RESTRICTIVE
COVENANTS

This Declaration of Restrictive Covenants is made this the 25 day of September, 1997 by ROGER WAYNE MCKINNEY and wife, GLENDA JEAN MCKINNEY, hereinafter referred to as "Developers".

WITNESSETH:

THAT WHEREAS, Developers are the owners of certain real estate more particularly described in Plat Book 14, Page 120, Surry County Registry;

AND, WHEREAS, Developers are desirous of subjecting Lots 1-12 as appears in Plat Book 14, Page 120, Surry County Registry to the restrictions, covenants, reservations, provisions and easements hereinafter set forth, each and all of which is and are, for the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Developers do covenant and agree with all persons, firms, and corporations hereinafter acquiring any of the property or parcels thereof, as hereinafter described, and do declare said real property is and shall be held, transferred, sold and conveyed subject to restrictions, covenants, reservations, easements and provisions as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, Developers hereby covenant and agree with said prospective purchasers that each of the above mentioned lots shall be held, sold, encumbered, and conveyed, subject to 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;

The Restrictive and Protective Covenants and Conditions are as follows

1. No lot shall be occupied or used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one single family residence; all outbuildings and attached garages will be constructed of same exterior material as residence, and shall be constructed no closer to the front property line than the primary residence. All dwellings and outbuildings erected upon the property shall be constructed of good grade, quality, and appearance, and all construction shall be performed in a good and workmanlike manner. No portion of the exterior of the dwelling shall be of asbestos, shingle siding, imitation brick or stoneroll siding. All structures shall be built of new materials and no used structures shall be relocated or placed on any lot.

a. No construction, reconstruction, remodeling alteration or addition to any building, improvement to any building, improvement to any structure, or tree removal upon any lot in the development, shall be commenced without the prior written approval of the declarant. Site location, plans, specifications, and the builder will be deemed to be part of approval process.

b. There shall be submitted to declarant a complete set of plans and specifications for any and all construction or improvements on any lot. No construction shall commence until such time as plans and specifications have been received and written approval has been provided by the declarant. Such plans shall include: 1. location of residence, detached garages, retaining walls, decks, columns and all other details to be constructed 2. color schemes for exterior materials and roofs 3. driveway connections 4. proposed grading and landscaping and any other details requested by declarant.

c. The declarant shall approve or disapprove plans and specifications within thirty (30) days from receipt. In the event that declarant fails to approve or disapprove such plans within thirty days, approval will not be required and requirements of this section will be deemed to be fulfilled.

2. **Setback Lines:** All setback lines shall conform with the requirements of the Pilot Mountain zoning ordinance.

Developers shall have the right to waive any unintentional violations of setback requirements so long as such waiver does not violate any city or county ordinance.

3. **Sewage Disposal.** All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the lot owner and approved, by the appropriate governmental authority and the developer, unless public sewage becomes available in the subdivision. Any construction or improvements upon any lot must be completed within one year from commencement.

4. **Occupation of premises.** No residence shall be occupied until a certificate of occupancy has been issued by developers or the appropriate governmental agency.

5. **Storage Tanks and Garbage Disposal.** Every fuel storage tank shall be buried below the surface of the ground or screened by shrubbery to the satisfaction of the developer or their successor in title. Every outdoor receptacle for trash, ashes, or rubbish shall be installed underground or not visible from any street or adjacent structure, and to the satisfaction of developer or its successor in title.

6. **Replacement of structures.** Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or other natural cause must be rebuilt within nine months or all debris removed and the lot restored to its original condition within three months.

7. **Maintenance of Premises.** It shall be the duty of each owner to maintain his or her lot, together with the exterior of all improvements located therein, in a neat and attractive condition.

Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, trees, shrubs, walks, and other exterior improvements. All lawns shall be maintained in a neat and clean condition.

8. Prohibitions:

- a. No mobile homes or modular homes are permitted on any lot.
- b. No privies or outside toilets shall be constructed on any lot.
- c. No animals, livestock of any description except the usual household pets, shall be kept on any lot.
- d. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot. No vehicles larger than 3/4 ton load shall be kept or parked on lot within view from street or adjacent residence.
- e. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence.
- f. Satellite dishes, TV antennas, clothes poles and lines, shall be placed so that they are not visible from any street.
- g. No on street vehicular parking shall be permitted.
- h. There shall be no access to any lot on the perimeter of the development except from designated roads within the development. There shall be no driveway attachment within the first 200 feet to road entering the development, without written permission from developer or its successor in title.
- i. No signs of any kind shall be displayed within public view on any lot except for one sign approximately five square feet advertising the property for sale, and signs used by the builder to advertise during construction of home.
- j. No lot shall be subdivided or boundary changed except that two lot owners may subdivide a lot between them, but only one residence may be built on the combined original lot and the subdivided portion.
- k. No solar panels may be installed on the front side of any structure nor any located between the front of the dwelling and the street.
- l. No fencing of any kind shall be permitted.

9. Dwelling Size and Quality.

- a. No residence or dwelling shall be constructed with less than 2000 square feet of heated interior space for a single and one and one-half story dwelling, nor less than 2400 square feet to heated interior space for any two story dwelling. Such heated interior space shall not include garages, porches, basements or annexes of any kind.
- b. No flat roof structures or roofs with less than a six to 12 inch pitch will be permitted on any lot.

c. No dwelling shall have an exterior constructed of asbestos shingle siding, imitation brick or stoneroil siding. No bare block shall be exposed on any dwelling, detached garage, retaining wall or other pertinent structure.

d. All detached garages and outbuildings shall be constructed of the same material as the residence.

e. All block foundations shall be covered with exterior veneer.

f. All driveways shall be paved either with asphalt or concrete.

10. The entry way columns on Lot 12 and common areas shall remain intact and unblocked, and appear identical in all respects to one another. All upkeep and maintenance shall be the responsibility of the landowners.

11. Time: These covenants shall run with the land and shall be binding on all persons acquiring title to the property. They will expire on December 31, 2022 but will be automatically extended for additional ten year periods unless an instrument in writing signed by a majority of all the land owners of the adjoining real estate now owned by developer amends said Restrictive Covenants by a recorded instrument in the Surry County Register of Deeds.

12. The declarant reserves the right to grant easements and rights of way for the installation, maintenance and inspection of the lines and appurtenances for public and private water, sewer, drainage, gas, electricity, telephone, cable and other utilities.

13. The declarant shall retain the legal title to the two designated common areas, until such time as deemed appropriate to establish an association composed of lot owners. The association shall conduct its business in a democratic manner, establish by laws and regulations as deemed appropriate by its membership with regards to the administration of the common areas. The declarant shall deed the common areas to the association, when it is determined by the declarant, that the association is able to maintain these common areas in an appropriate manner. Also the declarant shall pass the responsibility of all architectural review of new construction and improvements to the association when declarant deems necessary.

14. Enforcement: These restrictions may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants. A judgment or court order will in no way affect any of the other provisions which shall remain in full force and effect.

15. Amendments. The developer may waive or amend these restrictions at any time in whole or in part and for any reason; however, any amendment must be with the consent of the owners of the subject property. Such amendments must be signed by both the developer and the owners of the subject property and be recorded in the Surry County Registry.

16. The Declarant may change, remove or modify these restrictions at any time in whole or in part for any reason as long as the changes conform with the requirements of the Pilot Mountain Zoning Ordinance. The authority to alter these restrictions may be assigned by the declarant to a Homeowners Association when, and if, the Homeowners Association is established.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

Roger Wayne McKinney (SEAL)
Roger Wayne McKinney

Glenda Jean McKinney (SEAL)
Glenda Jean McKinney

NORTH CAROLINA,
COUNTY OF SURRY.

I, the undersigned Notary Public of said County and State, certify that Roger Wayne McKinney and wife, Glenda Jean McKinney, each personally appeared before me this day and acknowledged the execution of the foregoing Declaration of Restrictive Covenants.

WITNESS my hand and notarial seal, this the 30th day of ^{October} ~~September~~, 1997.

Mary Michale Stansby
Notary Public

My Commission Expires:

1/5/2002
(SEAL)



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STATE OF NORTH CAROLINA, COUNTY OF SURRY

The foregoing or following certificate(s) of Mary Michale Stansby
D.P. of Surry Co., NC

is (are) certified to be correct.

DENNIS W. "BUD" CAMERON
REGISTER OF DEEDS
16-00 REC

BY: Josephine W. Hardy
Assistant-Deputy

FILED
SURRY COUNTY NC
10/30/97 11:42 AM
DENNIS W. BUD CAMERON
Register Of Deeds