

PREPARED BY: STAINBACK & SATTERWHITE, Michael E. Satterwhite

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STATE OF NORTH CAROLINA

SARAH H. HALE
REGISTER OF DEEDS

RESTRICTIVE COVENANTS FOR

COUNTY OF VANCE

MARTIN CREEK SUBDIVISION - PHASE II

WHEREAS, F & F Development Corp. is the owner in fee of the following described lots or parcels of land located in Sandy Creek Township, Vance County, North Carolina, and more particularly described as follows:

Twenty-eight lots, being numbered Lots 2 through 29 as surveyed by Cawthorne & Associates, RLS, PA, as shown on plat entitled "Martin Creek Subdivision - Phase II", dated June 2, 1992, as recorded in Plat Book "V", Page 59, Vance County Registry.

WHEREAS, F & F Development Corp. herein referred to as the developer, for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in said above-described development does hereby covenant to and with the present and future owners of said lots as follows:

1. The above-described lots shall be used for single-family residential purposes only; no dwelling may be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling (and garage) not to exceed two stories in height, exclusive of basement and/or attic.

2. No lot shall be subdivided without the written consent of the developer or its successors, assigns or legal agent, except that two lot owners may subdivide a lot lying between them, but only one single-family residence shall be built on the combined original lot and the subdivided portion of any lot; provided, further, that adjoining lot owners may adjust the common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange conforms in all respect with the zoning ordinances of Vance County, North Carolina; so long as such sale or exchange does not result in any lot being reduced to less than 30,000 square feet; and so long as said sale or exchange conforms with all other provisions of these restrictive covenants.

3. No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or placed on any lot closer than 60 feet from the margin of the right of way of the road granting access to said lot (or 90 feet from the centerline of said road), nor 25 feet from the side lines of said lots, nor closer than 10 feet from the rear lines of said lots; the developer reserves the right to grant, in writing, a variance or waiver of up to 20% of an applicable setback requirement, should the developer in its sole discretion deem the same to be advisable.

4. No dwelling, building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structure not affecting the external structure or appearance of any improvement on any portion of the lot) shall be constructed on any lot unless and until the plans for such construction shall have been approved in writing by the developer or its successors, assigns or legal agents. The plans submitted to the developer for approval shall include:

(a) the construction plans, specifications and description of materials including all exterior colors and proposed landscaping (specifically including any clearing and/or tree removal) and grading; and

(b) a plat showing the location of all proposed improvements (including proposed satellite systems).

The developer's approval required hereinabove is a continuing approval in regards to all future alterations including exterior colors.

5. No plans for a dwelling shall be approved unless the living area of such dwelling, exclusive of one story, open porches and garages shall exceed 1,100 square feet, measured from outside wall lines.

6. The ground floor area of the main structure of a two-story dwelling, exclusive of open porches, garages and patios shall have a useable floor space of no less than 900 square feet (excluding any square footage in a basement).

7. All building shall have brick perimeter foundations, unless otherwise approved in writing by the developer, or its successors, assigns or legal agent; in addition:

(a) all buildings constructed by conventional or modular

methods shall have foundations constructed to meet all applicable state and local building codes; and

- (b) an approved manufactured (doublewide) building shall have foundations constructed to meet all applicable state and local building codes, and in addition, in compliance with all regulations of the FHA/VA.

8. The roof pitch of any dwelling must be 4/12 or higher, and the shingles must be asphalt, unless otherwise approved in writing by the developer or its successors, assign or legal agent.

9. No buildings shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding (exclusive of lap-side metal) or masonite siding (without the prior written approval of the developer or its successors, assigns or legal agent) as a major exterior building material (these materials may be used as roofing materials, however).

10. All driveway pipe shall be constructed of 15 inch re-enforced pipe in compliance with all specifications of the State of North Carolina.

11. No structure of a temporary character, including tents, trailers or mobile homes (single-wide) shall be used on any lot at any time as a residence, either temporarily or permanently; however, a doublewide mobile home, the plans and specifications of which have been approved in writing by the developer or its successors, assigns, or legal agent, may be placed on any lot.

12. Approval of the plans by the developer shall be based upon compliance with the provision of these restrictions, quality of workmanship and material, harmony of external design with surrounding structures, locations of improvements with respect to topography and finished grade elevation, the effect of the construction of the outlook from the surrounding lots, the effect of the proposed construction on the natural tree growth and vegetation, and all other factors which in the sole opinion of the developer shall affect the desirability or suitability of the proposed improvement.

13. No animal, livestock (including pet pigs), or poultry of any kind shall be raised or bred on any lot except for dogs, cats, or other

household pets which may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to the other lot owners; however, the developer or its successors, assigns or legal agent reserves the right to permit a limited number of horses on any lot.

14. No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all lots shall be kept in an orderly and sanitary condition at all times.

15. No grass or weeds shall be allowed to grow taller than six inches, and all residences shall be landscaped within ninety (90) days of occupancy with the following list of required features:

- (a) all driveways shall have a minimum of three inches of stone; and
- (b) all residences shall maintain a minimum of eight shrubs in front of the building; and
- (c) all stumps and vegetation shall be removed; and
- (d) all satellite systems shall have low growing shrubs or flower beds placed around the base.

In addition, all stumps and vegetation shall be removed from any lot within ninety (90) days from the date of purchase by the buyer, unless the buyer has contracted with the owner, developer for the removal of said stumps and vegetation, in which event, the cost of the same shall be included in the purchase price of the lot, and that fact shall be recited in the deed of transfer; or unless developer, or its successors, assigns or legal agents has otherwise waived enforcement of this provision.

16. No automobile or equipment that is inoperable will be allowed to remain on any lot and/or street for more than fifteen days.

17. No billboard or signs except those suitable for sale of lot shall be permitted or maintained on any lot.

18. No lot owner shall drive or park or permit any other person to

drive or park any heavy equipment (including tractor trailers and trucks in excess of one ton), three wheelers, four wheelers or dirt bikes on Spring Wood Drive and/or Pinehill Drive (East and West) except moving vans and/or construction vehicles which may be driven or parked on Spring Wood Drive and/or Pinehill Drive (East and West) for the temporary purpose of moving a lot owner in or out of a dwelling constructed on a lot, and/or for the construction of improvements.

19. All utilities serving an individual lot shall be run underground at the expense of each individual lot owner.

20. No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein described unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance County Health Department and North Carolina State Board of Health. No outdoor toilet or privy shall be constructed on any lot.

21. No noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done on the lots herein described which may be or may become an annoyance or a nuisance to the other properties now owned by F & F Development Corp or to the neighborhood.

22. **ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages against any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time in no event be deemed a waiver or estoppel of the right to enforce the same.

23. **SEVERABILITY:** Invalidity of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force of effect.

24. **DURATION:** These provisions are to run with the lots and shall be binding on all parties owning the lots and all persons claiming under them for a period of 30 years from the date these restrictions are recorded, after which said time, said covenants shall be automatically extended for additional periods of 10 years each, unless an instrument signed by three-fourths of the then owners of the similarly restricted lots has been recorded in which it is agreed otherwise.

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25. UTILITIES: The conveyance of all lots is made and accepted subject to any easements and/or rights of way that may have been granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities, or as shown on the recorded plat of Martin Creek Subdivision, and the developer reserves the right to subject the lots in the subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by each lot purchaser.

26. ROADS: The developer will construct and maintain the private roads in the subdivision, to wit: Spring Wood Drive and Pinehill Drive (East and West) to state specifications and will maintain the same until such time as said private roads are taken over for maintenance by the North Carolina Department of Transportation. To this end the developer reserves the right to subject all of the lots in said subdivision to a right of way in favor of the North Carolina Transportation, at such time as the said department is willing to accept the roads for permanent maintenance. The developer shall be responsible for contracting for any road maintenance work, prior to acceptance by the Department of Transportation, which may be required for the roads providing access to the lots, and shall be responsible for any decisions regarding the need for maintenance and the matter and extent of said maintenance, improvement or repair.

IN WITNESS WHEREOF, the developer has caused this instrument to be signed in its corporate name by its duly authorized officers, and its seal to be affixed hereto by authority of its Board of Directors, this 9th day of July, 1992.

F & F DEVELOPMENT CORP.

BY:

Edgar Paul Jones
President



STATE OF NORTH CAROLINA

COUNTY OF VANCE

I, a Notary Public of county and state aforesaid, do hereby certify that C. Ruxton Bobbitt, Jr. personally appeared before me and acknowledged that he is Assistant Secretary of F & F DEVELOPMENT CORP., a North Carolina corporation, duly domesticated in the State of North Carolina and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by him as its Assistant Secretary.

WITNESS my hand and official stamp or seal, this 14th day of July, 1992.



My Commission Expires: 11-25-96

Priscilla Owen Sanford
NOTARY PUBLIC

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Priscilla Owen Sanford, Notary Public of Vance County, N.C. is certified to be correct. This instrument and certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

SARAH H. HALE, REGISTER OF DEEDS

By: Cathy Lee Deputy