

BK 01409 PG 1141

FILED Jan 12, 2022 03:23 pm	FILED
BOOK 01409	VANCE
PAGE 1141 THRU 1148	COUNTY NC
INSTRUMENT # 00143	CASSANDRA D. NEAL
RECORDING \$26.00	REGISTER
EXCISE TAX (None)	OF DEEDS
	JJS

Prepared by and return to: M. Walker Brummitt, P. O. Box 1168, Oxford NC 27565

STATE OF NORTH CAROLINA

COUNTY OF VANCE

DECLARATION OF RESTRICTIVE
AND PROTECTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
AND CONDITIONS made and entered into this the 12 day of January, 2022, by and between
the owners of certain lots and properties situate in the neighborhood known as The Meadows,
Oxford, North Carolina, which lots are shown and delineated on plat entitled "Minor
Subdivision Plat for: Lewis Holdings, LLC," recorded in the Vance County Register of Deeds in
Plat Book Z, page 493, a subdivision located in Kittrell Township, Vance County, North
Carolina.

WITNESSETH:

THAT WHEREAS, the initial developer of The Meadows, hereby sets forth a set
of Restrictive and Protective Covenants for the subdivision (Covenants); and

CROSS & BRUMMITT, LLP, Attorneys at Law, P.O. Drawer 1168, Oxford, NC 27565

WHEREAS, the Owner of certain lots and properties situate in said subdivision desire to impose certain restrictions and protections upon their lots in conjunction with other lot owners in the subdivision in order to assure the upkeep, appearance and maintenance of said properties as was originally intended by the developer; and

WHEREAS, the Owner desires to impose upon its property such restrictions and protective covenants so as to preserve the appearance and aesthetic nature of the neighborhood and to assure that future purchasers will also preserve the appearance and aesthetic nature of the neighborhood; and

WHEREAS, it is deemed that Covenants shall make the subdivision more desirable and be for the benefit of all those who acquire title to any one or more of the lots in said subdivision, both present and future, and said conditions herein set out shall inure to the benefit of each person, firm or corporation who presently own said lots or which may acquire title to any of said lots; and

WHEREAS, it is agreed that same shall be binding to each such person, firm or corporation presently owning lots in said subdivision and executing this declaration and to the future purchasers of any of said lots in the subdivision;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises given by the designated Owner, Owner hereby covenants and agrees that each lot shall be held, sold, encumbered and conveyed subject to the Restrictive and Protective Covenants and Conditions hereinafter set forth from this date forward and that Restrictive and Protective Covenants and Conditions shall become a part of each instrument conveying said lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of

said lots, the purchasers agree and covenant to abide by and conform with the Restrictive and Protective Covenants and Conditions.

THE RESTRICTIVE AND PROTECTIVE COVENANTS

AND CONDITIONS ARE AS FOLLOWS:

1. 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. Site built homes and Modular Homes, as identified herein, are permitted in The Meadows Community. The minimum square footage for all homes constructed in The Meadows Community shall be no less than 1800 square feet. No *Mobile Home* may be erected or permitted to remain on any lot. The term "*Mobile Home*," is defined in Chapter 29, Article One, Section 29-1 in the North Carolina General Statutes and is as follows: "*As used in this chapter, the terms "mobile home," "trailer," or "house trailer" (all being referred to herein as "mobile homes") means any vehicle or structure so designed and constructed as will permit occupancy thereof as sleeping quarters or a residence, temporary or permanent, for one or more persons; or the conduct of any business or profession, occupation or trade, or similar use thereof as a selling or advertising device; and so designed that it is or may be mounted on wheels for the purpose of conveyance on the public streets, roads or highway, propelled or drawn by its own or other power; and includes all such mobile homes, regardless of the fact that they are underpinned or placed on a permanent foundation, until such time as the mobile home assumes the character of real property and is so listed for ad valorem tax purposes. The term "mobile home" includes, but is not limited to, the county health regulations, and in article 9A of chapter 143 of the North Carolina General*

Statutes." The term *Mobile Home* shall not include the term *Modular Homes*, which is defined in Chapter 105, Section 164.3(143), in the North Carolina General Statutes and is as follows: "*Modular home. – A factory-built structure that is designed to be used as a dwelling, is manufactured in accordance with the specifications for modular homes under the North Carolina State Residential Building Code, and bears a seal or label issued by the Department of Insurance pursuant to G.S. 143-139.1.*" *Modular Homes*, as referred herein, are permitted in The Meadows community. No private garage, outbuildings, campers or mobile homes shall be rented or leased or utilized as a dwelling or an addition to the primary residential dwelling. No outbuilding shall be erected upon any lot unless same is incidental to the residential use of said lot.

2. All dwellings and outbuildings erected or maintained upon any lot shall be constructed of good material of good grade, quality and appearance and all construction shall be performed in a good workmanlike manner.

3. No lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers and placed on the front of the lot for immediate pick up by the local waste industry should such service be provided or disposed of by the lot owner. In no event shall waste be placed for pick up, which remains on the front of a lot in excess of one (1) week. All containers or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition and be located so as not to be visible from any street or neighboring property.

4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done therein that may be or become a nuisance or an annoyance to the neighborhood.

5. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected on any lot covered by these covenants.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. Up to two horses may be housed per lot, lots greater than ten (10) acres may have up to three (3) horses. All lots may have up to ten chickens, chickens be defined as hens (females) per lot. No cattle, pigs, roosters, or any other farm animals or livestock that may disturb the quiet enjoyment of other lot owners may be housed on any on any lot. Dogs, cats or other normal household pets may be kept on said lots, provided they are not kept, bred or maintained for commercial purposes.

7. Each owner shall keep his building site free from tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance within the subdivision. Communication towers are expressly prohibited. All primary fuel storage tanks must be placed underground.

8. These covenants are to run with the land and shall be binding upon all persons presently owning title or acquiring title to any of the aforementioned lots up to and including twenty (20) years from the date of the recording of this instrument. At such time, the covenants shall be automatically extended for successive periods of five (5) years unless amended or withdrawn by written instrument executed by a majority of the then owners of said lots and duly

recorded in the Office of the Register of Deeds of Vance County within three (3) prior months of any anniversary date of any such automatic renewal.

9. Enforcement of these restrictions and covenants 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.

10. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

LEWIS HOLDINGS, LLC

By:  ~~Member-Manager (SEAL)~~
Neal Lewis, Member-Manager

CROSS & BRUMMITT, LLP, Attorneys at Law, P.O. Drawer 1168, Oxford, NC 27565

STATE OF NORTH CAROLINA; COUNTY OF ^{Wake}~~VANCE~~

I, the undersigned Notary Public for the above County and State, do hereby certify that Neal Lewis, in his capacity as Member Manager of Lewis Holdings, LLC either (✓) personally known to me or () proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

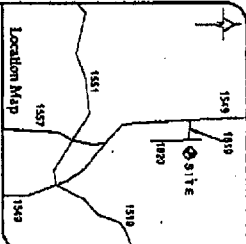
Witness my hand and notarial seal this the 11 day of January, 2022.

(SEAL)

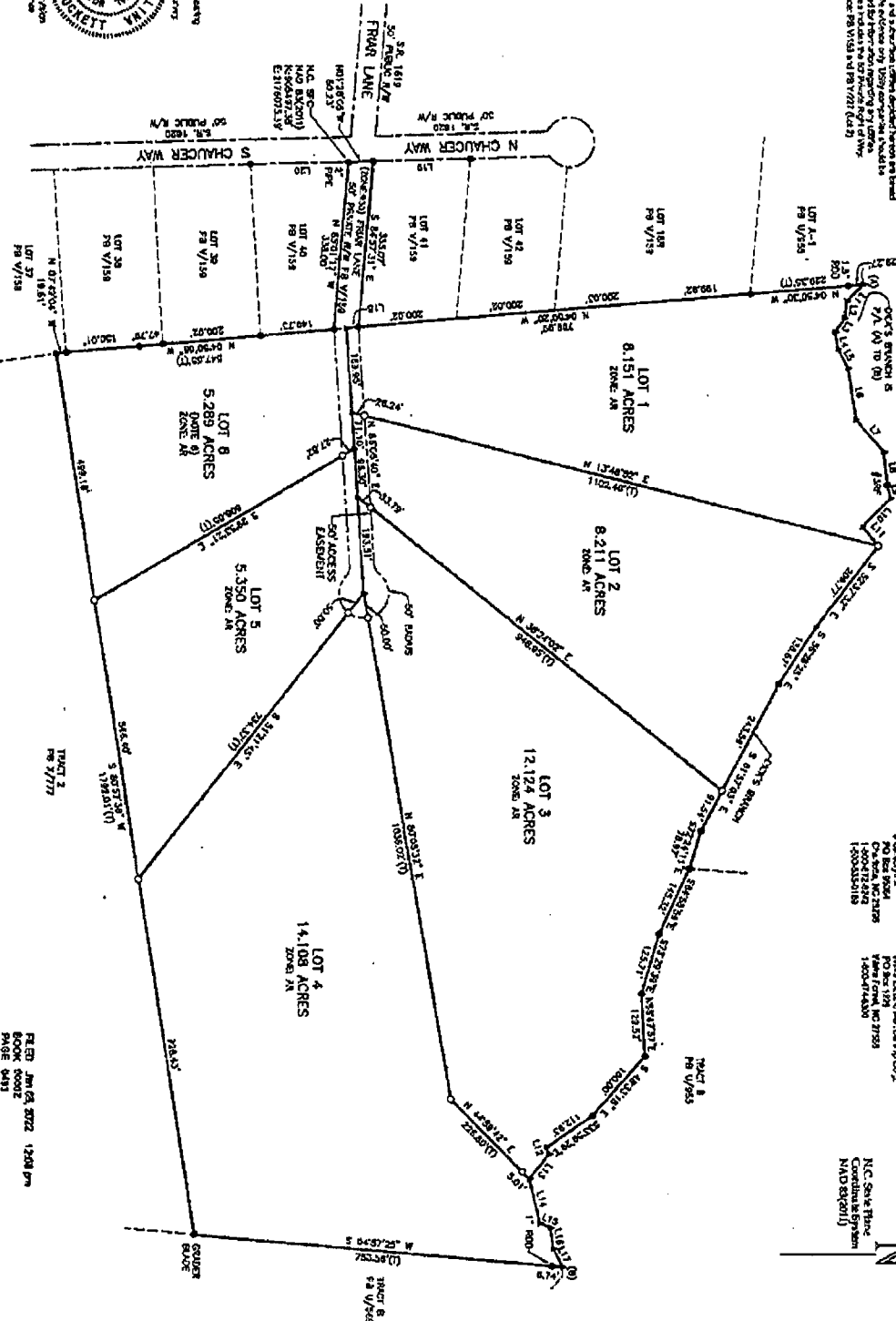
Kenneth McCurdy
NOTARY PUBLIC
Wake County, NC
My Commission Expires February 29, 2024

Kenneth McCurdy
Notary Public
Kenneth McCurdy
Printed or Typed Name
My commission expires: 02-29-2024

Z-493



LINE TABLE		
LINE	DESCRIPTION	CONNECTION
11	94628719%	92.41%
12	94628730%	2.60%
13	98693400%	84.58
14	98693410%	31.78
15	98693420%	43.82
16	98693430%	31.27
17	98693440%	104.41
18	98693450%	2.85%
19	98693460%	88.51%
20	98693470%	72.59
21	98693480%	60.03%
22	98693490%	50.32
23	98693500%	13.83%
24	98693510%	4.81%
25	98693520%	50.13
26	98693530%	41.76%
27	98693540%	51.50%
28	98693550%	23.27
29	98693560%	18.83%
30	98693570%	195.70%

[illegible]

Puckett Surveyors, PLLC
Professional Land Surveyors
PRL LICENSE NO. 17-1163
105 W. Oak St.
Orem, UT 84057
P. 903.248.8300
Fax 903.248.8311

State of New York, County of Ulster
Annie B. Reddick
 Plaintiff, vs.
 The Ulster County Board of Supervisors,
 Defendants.
 On motion of the Plaintiff, made and supported by the affidavits of the Plaintiff and of the Defendant, and on the answer of the Defendant, the Court orders that the Plaintiff be appointed guardian of the person of the Defendant, and that the Defendant be committed to the custody of the Plaintiff, for reasons appearing on the record.

Annie B. Reddick 1-5-2022
 Plaintiff
 By _____
 Attorney at Law

I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk of the County of Ulster, New York, and that the same is a true and correct copy of the original as the same appears in the files of the County Clerk of the County of Ulster, New York.

William A. Gilman 1-4-2022
 County Clerk
 Ulster County, New York
 DCS

[illegible]

Reference:
CR 13617203
PG 1/227

Con:
Leah McDermott, LLC
3500 Albany Ridge Ct
Rumney, NH 27013

2024 Doc#
D Parcel ID: 0071 01001
D Zoner: A2
D Submitter: Proj 50, blk 25, rear 35'
of individual prop. specific to Lot 4, portion
2024 version of record

REGISTRANT'S OFFICE
 FEE FOR RECORD
 CASSADUNA, N.H. 03045-0000

May 15, 2021

Graphic Scale (1"=50')

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

FILED Feb 07, 2022 02:50 pm	FILED
BOOK 01411	VANCE
PAGE 0158 THRU 0161	COUNTY NC
INSTRUMENT # 00526	CASSANDRA D. NEAL
RECORDING \$26.00	REGISTER
EXCISE TAX (None)	OF DEEDS
	JJS

Prepared by and return to: M. Walker Brummitt, P. O. Box 1168, Oxford NC 27565

NORTH CAROLINA

**DECLARATION OF AMENDMENT AND
ADDITIONS TO RESTRICTIVE
COVENANTS FOR
THE MEADOWS SUBDIVISION**

VANCE COUNTY

KNOW ALL MEN BY THESE PRESENT:

THAT WHEREAS, LEWIS HOLDINGS, LLC, the undersigned, is the Owner of property located in a subdivision of lands known as **THE MEADOWS**, and said property is shown in a recorded plat in the Vance County Register of Deeds, Book Z, page 493; and

WHEREAS, said subdivision is presently subject to certain restrictions upon their use, which covenants are recorded in Book 1409, Page 1141, Vance County Registry; and

WHEREAS, the undersigned desires to amend said Restrictive Covenants and make additions and retractions thereto and by so doing to impose a new set of Restrictive Covenants upon the properties owned by it, which properties are involved in **THE MEADOWS**;

WHEREAS, the sections listed herein shall replace the equivalent section number in the originally recorded Restrictive Covenants, referenced above, and any additional section numbers not present in the originally recorded Restrictive Covenants, referenced above, are to be treated as additions to said Restrictive Covenants.

CROSS & BRUMMITT, LLP, Attorneys at Law, P.O. Drawer 1168, Oxford, NC 27565

NOW, THEREFORE, the undersigned Owner of the herein described property known as THE MEADOWS does hereby covenant and agree to and with all persons, firms, and corporations, which may hereafter purchase, acquire, or lease any lot or parcel of land included in the property described herein that the following Restrictive Covenants shall be applicable to said property, and said property shall be subject thereto, during the term set forth in the originally recorded Restrictive Covenants:

1. Site built homes and Modular Homes, as identified herein, are permitted in The Meadows Community. The minimum square footage for all homes constructed in The Meadows Community shall be no less than 1800 square feet. No *Mobile Home* may be erected or permitted to remain on any lot. The term "*Mobile Home*," is defined in Chapter 29, Article One, Section 29-1 in the North Carolina General Statutes and is as follows: "*As used in this chapter, the terms "mobile home," "trailer," or "house trailer" (all being referred to herein as "mobile homes") means any vehicle or structure so designed and constructed as will permit occupancy thereof as sleeping quarters or a residence, temporary or permanent, for one or more persons; or the conduct of any business or profession, occupation or trade, or similar use thereof as a selling or advertising device; and so designed that it is or may be mounted on wheels for the purpose of conveyance on the public streets, roads or highway, propelled or drawn by its own or other power; and includes all such mobile homes, regardless of the fact that they are underpinned or placed on a permanent foundation, until such time as the mobile home assumes the character of real property and is so listed for ad valorem tax purposes. The term "mobile*

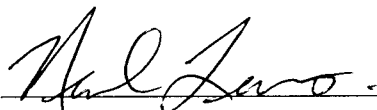
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home" includes, but is not limited to, the county health regulations, and in article 9A of chapter 143 of the North Carolina General Statutes." The term *Mobile Home* shall not include the term *Modular Homes*, which is defined in Chapter 105, Section 164.3(143), in the North Carolina General Statutes and is as follows: "*Modular home. – A factory-built structure that is designed to be used as a dwelling, is manufactured in accordance with the specifications for modular homes under the North Carolina State Residential Building Code, and bears a seal or label issued by the Department of Insurance pursuant to G.S. 143-139.1.*" *Modular Homes*, as referred herein, are permitted in The Meadows community. Structures that are not used for a primary dwelling are allowed and are considered Outbuildings. The term, "Outbuilding(s)" as used herein, is defined as a stand-alone structure, not connected to the primary dwelling and shall include, but is not limited to: barns, storage buildings, detached garages, shop buildings, greenhouses, or other like natured structures.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. Up to two horses may be housed per lot, lots greater than ten (10) acres may have up to three (3) horses. All lots may have up to ten chickens, No cattle or pigs may be kept, bred, or housed on any lot. Dogs, cats or other normal household pets may be kept on said lots, provided they are not kept, bred or maintained for commercial purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

LEWIS HOLDINGS, LLC

By:  (SEAL)

CROSS & BRUMMITT, LLP, Attorneys at Law, P.O. Drawer 1168, Oxford, NC 27565

Neal Lewis, Member-Manager

STATE OF NORTH CAROLINA; COUNTY OF Wake

I, the undersigned Notary Public for the above County and State, do hereby certify that **Neal Lewis**, in his capacity as **Member Manager of Lewis Holdings, LLC** either (☒) personally known to me or (☐) proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

Witness my hand and notarial seal this the 4 day of February, 2022.

(SEAL)

Kenneth McCurdy
NOTARY PUBLIC
Wake County, NC
My Commission Expires February 29, 2024

Kenneth McCurdy
Notary Public
Kenneth McCurdy
Printed or Typed Name
My commission expires: 2-29-2024