

VANCE COUNTY, N. C.
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CYNTHIA S. ABBOTT
REGISTER OF DEEDS

06338

DECLARATION
OF
RESTRICTIVE COVENANTS

RU-LON ESTATES

THIS DECLARATION is made this the 28 day of August, 2003 by **Joseph F. Wiggins and wife Nellie C. Wiggins and Dennis M. Hodge and wife Patricia W. Hodge**. (hereinafter referred to in the neuter singular as "**Developer**");

RECITALS:

1. **Developer** is the Owner of that certain real property located in Middleburg Township, Vance County, North Carolina, known as Ru-Lon Estates, Phase I (the Development), which Development is described in Plat Book "W", Page 649; Plat Book "W", Page 744, and Plat Book "W", Page 841.

2. The **Developer** intends to sell and convey the lots and parcels within the Development and, before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes, and charges under the general plan or scheme of improvements for the benefit of all lots in the Development and for the benefit of the Owners and future Owners thereof.

NOW, THEREFORE, the **Developer** declares to all lots in the Development which are held and may be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration, all of which are declared by the **Developer**, and agreed by **Developer's** successors in title, to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between their respective Owners of all such lots and parcels; to create privity of contract and estate between the Grantors of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development of their respective Owners present and future.

I. DEFINITIONS

The following terms used in this Declaration are defined as follows:

- A. "Common Areas" means all roadways, easements for public and private utilities, pedestrian and recreation easements, and any other property (real or personal or mixed) or interest therein which the **Developer** declares to be a Common Area and/or which the Association acquires and accepts as such.

- B. **"Developer"** means Joseph F. Wiggins and wife Nellie C. Wiggins and Dennis M. Hodge and wife Patricia W. Hodge, their heirs, successors and assigns.
- C. **"Declaration"** means the Declaration of Protective Covenants for Ru-Lon Estates as dated herein above and as the same may be supplemented or amended from time to time.
- D. **"Development"** means all that certain property described in Plat Book **"W"**, Page 610, of Vance County Registry, and any amendment thereto, or any other properties subsequently made a portion of the Subdivision by the **Developer** pursuant to the provisions of this Declaration.
- E. **"Improvement"** means all buildings, out-buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antenna, and any other structure of any type or kind or any land clearing whatsoever.
- F. **"Lot"** means any numbered lot designated on the plat.
- G. **"Owner"** means:
 1. Any person, firm, corporation, or legal entity (including the **Developer**) who or which holds fee simple title to any lot.
 2. Any person, firm, corporation, or other legal entity who has contracted to purchase fee simple title to any lot pursuant to a written agreement, in which case under said agreement the former owner shall cease to be the "Owner" of said lot for the purposes of this Declaration for so long as the said agreement is in effect.
- H. **"PLAT"** means the map of the Development which is on record in Plat Book **"W"** Page 610, of the Vance County Registry as well as all other future maps or plats of the Development as they may be from time to time recorded.
- I. **"Single-Family Dwelling"** means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or alternatively, a group of not more than four (4) adult persons not so related who shall maintain a common household in such dwelling
- J. **"Supplemental Declaration"** means any future Declaration made by the **Developer** which incorporates the provisions of this Declaration therein by reference and which shall apply to property being annexed to the Development by the **Developer** according to the terms and provisions contained hereafter.
- K. **"Association"** means any Homeowners' Association that may be formed in the future.

II. RESIDENTIAL RESTRICTIONS

The following shall be applicable to all lots within the Development and each Owner, as to his lot or parcel, covenants to observe and perform the same.

- A. No single-family dwelling located on Satterwhite Point Road may consist of less than 1,800 square feet, located on Hedrick Drive may consist of less than 2,000 square feet, located on Strawberry Lane may consist of less than 1,800 square feet or 1,600 square feet for a single story dwelling with an attached two car enclosed garage to enclosed heated space (exclusive of any basement area, irrespective of whether or not the same may be enclosed and heated). Each single-family residence shall consist of

not less than three (3) bedrooms and two (2) baths. Only one (1) single-family dwelling, and such accessory outbuildings as are usually incident thereto.

- B. No structure may be placed or erected upon any lot which shall lie or rest within 50 feet from the portion of the lot fronting on all Roads, and 30 feet from the rear and side lines of each lot. For purposes of this paragraph, eaves, steps, and cornices shall not be considered part of a building. The Developer reserves the right to grant a variance on these setbacks.
- C. No improvements, buildings, fences or other structures shall be made to any lot within the Subdivision without the express written approval of the **Developer**, their heirs or assigns. The plans and specifications of all buildings, improvements, fences or other structures to be built upon all lots must be approved in writing by the developer or their successors, assigns, or legal agent. Approval or disapproval of applications shall be based upon compliance with the provisions of these Restrictions, the quality of workmanship and materials, harmony of external design with surrounding structures, location of improvements, and all other factors which in the sole opinion of the Developer shall affect the desirability or suitability of the proposed improvements. Approval by the Developer shall not constitute a basis for liability of the Developer for any reason including without limitation: failure of the plans to conform to any applicable building codes, or inadequacy or deficiency in the plans resulting in defects in the improvements.
- D. Construction of any improvements upon any lot, once commenced shall be completed within eighteen (18) months. Improvements not so completed or upon which construction has ceased for one hundred eighty (180) consecutive days or which have been totally or partially destroyed and not rebuilt within eighteen (18) months shall be deemed to be nuisances. The **Developer** and/or the Association may remove any such nuisance or repair or complete the same at the cost of the Owner of the lot upon which said nuisance may exist, which cost shall be repaid, in full to the Developer and/or Association. Neither the, Developer, Association nor any of the agents, employees, or contractors shall be liable for any damage which may result from the performance of any services herein authorized.
- E. All exposed foundations of single family residences constructed on the Property shall be of brick, unless approved by the Developer.
- F. All lots, whether occupied or unoccupied, and all improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Developer shall have the right, through its agents and/or employees, to rectify such offensive situations and the cost of such undertakings shall be added to and become a part of the annual assessment to which a lot is subject. Neither the Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from the performance of any services herein authorized.
- G. No outside toilets or privies shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank or other form of sewage disposal system approved by the appropriate governmental authority. No such waste disposal system shall be placed within one hundred (100) feet of any well now located or hereafter placed within the Development.
- I. No noxious or offensive activities or nuisances shall be permitted on any lot.
- J. No person, except the **Developer**, shall erect or maintain upon any lot or improvement any sign or advertisement; this prohibition, however, shall not apply to a small property identification sign placed upon the lot which gives the family name of the Owner and/or the name of the house which name has been designated by the Owner, nor shall it apply to signs advertising the lot and/or residence for sale,

provided same shall not exceed six feet in height.

- K. No animals shall be kept or maintained on any lot except the usual household pets, provided the same shall be kept reasonably confined on said lot so as not to become a nuisance. A maximum of 4 permitted adult animals shall be allowed per lot.
- L. No Owner shall accumulate on his lot any form of junk, inoperable vehicles, litter, refuse, or garbage (except in receptacles provided for such purposes and stored out of the public view).
- M. Fuel storage tanks on any lot shall either be buried below the surface of the ground or, alternately, screened to the satisfaction of the **Developer**. Every receptacle for ashes, rubbish, or garbage shall be installed underground or be so placed and kept as not to be visible from any street or other lot within the Development, except at the times when such refuse collections are made.
- N. No travel trailers, single-wide mobile homes, relocatable dwelling, tent, lean-to, or other temporary shelter may be placed or erected on any lot nor shall the Owner of any lot permit any overnight camping thereon at any time. However, a pre-cut building or other modular home may be erected upon the property with the prior written permission of the Developers. No used buildings or structures intended for use as a dwelling may be placed on any lot for any amount of time.
- O. There shall be no access to any lot on the perimeter of the Development except from designated streets and roads shown on the Plat. There shall be no access from any lot on the perimeter of the Development to any lands adjacent to such perimeter lot and no Owner may grant a right-of-way through his lot for the purpose of affording access to property not within the Development. This provision shall not apply to the **Developer** or their successors and assigns.
- P. No streams found within any lot may be dammed or the water therefrom impounded, diverted, or used for any purpose without the prior written consent of the **Developer**.
- Q. Each Owner shall keep good drainage ditches and swales located on his lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his lot as may be reasonably required for proper drainage.
- R. No parcel or lot may hereafter be re-subdivided into two (2) or more building sites and only one (1) single-family dwelling may be permitted on each lot or parcel. This provision, however, shall not preclude the relocation of any lot line between any two (2) or more parcels either by the developer or the Owners of said Parcels, which relocation shall not be deemed a "re-subdivision" thereof, so long as such exchange shall conform to all zoning ordinances of Vance County, North Carolina, and further the exchange does not result in any lot being reduced to less than 40,000 square feet. Said lots must conform in all other aspects with the provisions of these restrictive covenants.
- S. No refining, quarrying, or mining operations of any kind shall be permitted on any lot.
- T. Unless proper engineering otherwise allows, all driveways shall have driveway pipe constructed of eighteen-inch (18") re-enforced concrete pipe, with a minimum of sixteen feet (16') of pipe laid in the driveway entrance in compliance with all specifications of the State of North Carolina, and all driveways and parking areas must have a minimum of four inches (4") of gravel covering their entire surfaces. The Developer reserves the right to grant a variance based upon submission of accurate engineering specifications.
- U. Any motor vehicle or other motor conveyance not in a running condition must be

removed withing thirty (30) days. No disabled, junked or dismantled motor vehicles shall be allowed on any lot.

- V. No temporary or above ground swimming pool in excess of one hundred (100) square feet shall be permitted on any lot.
- W. No Owner shall drive or park or permit or allow any other person to drive or park any heavy equipment (including tractor-trailers) on the public road in question, except that moving vans, landscaping and driveway grading equipment may be allowed for brief periods of time in connection with improvements to said lots or when Owners are moving into improvements on the lots. Any damage to public roads will be the responsibility of the owner.
- X. No antenna, satellite dish, aerial or other such device shall be erected on any lot, other than a normal antenna or device necessary to facilitate the reception of television signals which shall not be located in the front or side yard or building wall of any home built. For purposes of this paragraph, the front and side yard shall be considered that portion of the lot located by a line parallel to the rear wall of the home to each side of the lot. If said rear wall is not a contiguous line, said line shall be parallel to that wall or walls that constitute the greatest percentage of the rear wall. In no event, however, shall any antenna, aerial or other device be more than twelve (12) feet in height, (including any mounting device or mechanism), unless approved by the Developer.
- Y. **Variances:** The Developer may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other lots.
- Z. **Liability:** Notwithstanding the approval by the Committee of Plans and Specifications or its inspection of the work in progress, neither it, **Developer**, the Association, nor any person acting in behalf of any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.
- ZZ. **Street Lighting:** The Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer.

VII. EASEMENTS

- AA. **Reservations:** The following easements over each lot or parcel and the right to ingress and egress to the extent reasonably necessary to exercise such easements are reserved to Developer, its heirs, successors, administrators, assigns:
 - 1. **Utilities:** A ten (10) foot wide strip running along the street right of way lines and along the front and rear boundary lines for the installation, maintenance, and operation of all utilities, including but not limited to telephone, radio, television and cable transmission lines, and the accessory right to locate guy wires, braces, or anchors or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots in connection with such installation, maintenance, and operation. The easements reserved herein may be conveyed either by the Developer to any public utility company operating under a Certificate of Convenience and Necessity issued by the North Carolina Utilities Commission.

3. Streets: An easement on, over, and under all streets in the Development for the purpose of installing, maintaining, and operating utilities thereon or thereunder; for the purpose of drainage control; for access to any lot or parcel; and for purposes of maintenance of said streets as provided herein.
 4. Other Easements: Any other easements shown on the Plat, including but not limited to two 10 foot by 70 foot sight triangles reserved on the corners of all intersections within the Development and further as shown on said plat reserved for possible future 60 foot roads.
- B. **Use of and Maintenance by Owners:** The areas of any lots affected by the easements reserved herein shall be maintained continuously by the Owner of such lot, but no structures, plantings, or other material shall be placed or permitted to remain or other activities undertaken thereon which damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.
- C. **Liability for Use of Easements:** No Owner shall have any claim or cause of action against Developer or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the Plat, except in cases of willful or wanton misconduct.
- D. **Subdivision Sign and Common Maintenance:** The Developer will construct the subdivision sign. The Developer shall maintain said subdivision sign in a state of good repair, and each lot shall reimburse said Developer a pro-rata share of the expense. The pro-rata share shall be determined with the number of lots owned by the Owner being the numerator, and the total number of lots within the subdivision being the denominator.

VIII. **ANNEXATION**

- E. **Property to be Annexed:** Developer may, from time to time and in its sole discretion annex to the Development any other real property owned by Developer which is contiguous or adjacent to or in the immediate vicinity of the Development.
- F. **Manner of Annexation:** Developer shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration which shall:
1. Describe the real property being annexed and designate the permissible uses thereof;
 2. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Areas; and,
 3. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented used, occupied, and improved subject to the provisions of the Declaration. Upon the recording of such Plat and Supplemental Declaration the annexed area shall become a part of the Development, as fully as if such area were part of the Development on the date of recording of this Declaration.

IX. **REMEDIES**

- A. **Enforcement:** Developer and each person to whose benefit this Declaration inures,

including any Association, may proceed at law or in equity to prevent the occurrence, continuance, or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys fees.

- B. **Cumulative Rights:** Remedies specified herein are cumulative and any enumerations herein of them shall not be taken to preclude an aggrieved party's resort at any other remedy at law or equity.

No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

X. GRANTEE'S ACCEPTANCE

Each Grantee or Purchaser of any lot or parcel shall, by acceptance of a Deed or other instrument conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot or parcel, accept such Deed or contract upon and subject to each and all of the provisions of this Declarations and to the jurisdiction, rights, powers, privileges, and immunities of Developer and the Grantee or Purchaser of each other lot to keep, observe, comply and perform the covenants, conditions, and restrictions contained in this Declaration.

XI. SEVERABILITY

Each provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XII. CAPTIONS

Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

XIII. CROP ALLOTMENTS

No Agricultural crop allotments shall pass, transfer or in any way become the right of the subsequent lot owners.

XIV. TERM AND AMENDMENT

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2032, after which time the same shall be automatically extended for successive periods of ten (10) years each, unless otherwise voted upon by the owners of a majority of all lots within the Development.

This Declaration may be amended only by an instrument signed by the Developer and the owners of a majority of all lots in the Development.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and date first above written.

Joseph F. Wiggins (SEAL)
Joseph F. Wiggins

Nellie C. Wiggins (SEAL)
Nellie C. Wiggins

Dennis M. Hodge (SEAL)
Dennis M. Hodge

Patricia W. Hodge (SEAL)
Patricia W. Hodge

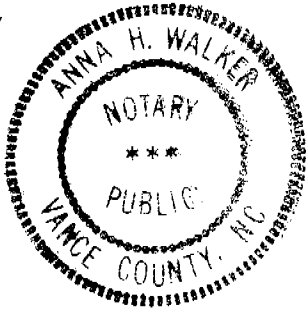
NORTH CAROLINA
VANCE COUNTY

I, a Notary Public, do hereby certify that Joseph F. Wiggins , Nellie C. Wiggins , Dennis M. Hodge and Patricia W. Hodge, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this the 28 day of August, 2003

My Commission Expires:

10/16/04



Anna H. Walker (Seal)
Notary Public

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Anna H. Walker, Notary Public Of Vance County, NC., is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By: Shelia S. Breedlove Deputy