

BK 859 PG 283

04803

**PREPARED BY: STAINBACK & SATTERWHITE – Michael E. Satterwhite**

VANCE COUNTY, N.C.  
FILED FOR RECORD

93 JUL 13 PM 2:37

**STATE OF NORTH CAROLINA**

CHARLES S. ROBERT  
REGISTER OF DEEDS

**COUNTY OF VANCE**

## **RESTRICTIVE COVENANTS FOR "THE LINKS"**

**WHEREAS**, Rogers & Franklin Development Co., Inc., is the owner in fee simple of the following described lots or parcels of land located in the City of Henderson, Henderson Township, Vance County, North Carolina, and more particularly described as follows:

Lots 1 through 27, inclusive, according to survey and plat entitled "Final Subdivision Plat for the Waddill Heirs – 'The Links'" as prepared by John Lee Hamme, Civil Engineer and Land Surveyor, dated March 12, 1999, as appears in Plat Book "V," Page 984, in the office of the Register of Deeds of Vance County; **SPECIFICALLY EXCLUDING** the remainder of the property acquired by Roger & Franklin Development Co., Inc. from Edmond L. Waddill, Jr. et al by deed dated April 1, 1999 recorded June 2, 1999 in Book 855, Page 316, in the office of the Register of Deeds of Vance County.

**WHEREAS**, Rogers & Franklin Development Co., Inc., ("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 the said above-described development, does hereby covenant to and with the present and future owners of any lots as follows:

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

**2. SUBDIVIDING LOTS:** No Lot shall be subdivided without the written consent of the Developer, its successors, assigns or duly authorized agent (authorized agent as set forth herein shall mean John C. Rogers and/or John M. Franklin, acting jointly and/or individually), except that two Lot owners may subdivide an unimproved 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 their common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange is approved by the Developer and conforms in all respects with the zoning ordinances of the City of Henderson and Vance County, North Carolina and so long as such sale or exchange does not result in any improved Lot being reduced to less than 10,000 square feet and so long as said sale or exchange conforms in all other respects with the provisions of these restrictive covenants.

**3. SET BACK REQUIREMENTS:** No dwelling shall be hereafter erected, altered, or placed on the property herein conveyed closer than thirty (30) feet from the margin of the right of way of the road granting access to said lot; nor closer than ten (10) feet from the side lines of any lot; nor closer than twenty (20) feet from the rear lines of said lot. For purposes of this paragraph, eaves, steps and cornices shall not be considered part of a dwelling.

**4. PRIOR APPROVAL OF IMPROVEMENTS:** No dwelling, building, structure, outbuilding, fence, wall, approved below ground swimming pool, or other improvement of any nature whatsoever (except for the interior alterations to existing structures not affecting the external structure or appearance of any improvements on any portion of the lot) shall be constructed on any Lot unless and until the plans and building

specifications for such construction have been approved in writing by the Developer, its successors, assigns or duly authorized agent. The plans to be submitted to the Developer for its approval shall include:

- (a) the construction plans, specifications and description of materials, including all exterior colors and proposed landscaping (especially including placing of driveways, and clearing and/or tree removal) and grading; and
- (b) a plat showing the locations of all proposed improvements.

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

**5. NO LIABILITY:** Approval by the Developer shall not constitute a basis for liability of the Developer for any reason, including, without limitation: (i) failure of the plans to conform to any applicable building codes; or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

**6. PERMITTED AND PROHIBITED IMPROVEMENTS:** No dwelling building, structure, outbuilding or other permitted improvement shall be constructed on any Lot except by conventional construction i.e. on site "stick built," and further no modular construction (on frame or off frame) home, single and/or double-wide mobile homes shall be permitted on any lot;

**7. MINIMUM SQUARE FOOTAGE--ONE STORY HOME:** No plans for a dwelling shall be approved unless the living area (heated floor area) exclusive of open porches, garages and patios, on the ground floor, exceeds 1,500 square feet, measured from outside wall lines (and excluding any square footage in a basement); and unless said plans include a two car garage with a minimum of 400 square feet, measured from outside wall lines

**8. MINIMUM SQUARE FOOTAGE--TWO STORY HOME:** The ground floor area of the main structure of a two-story dwelling, exclusive of open porches, garages and patios, shall have a useable (heated) floor space of no less than 1200 square feet (excluding any square footage in a basement), measured from outside wall lines. The total square footage of any two-story dwelling must exceed 1,800 square feet of useable (heated) floor space, measured from outside wall lines. In addition, said two-story dwelling must include a two car garage with a minimum of 400 square feet, measured from outside wall lines.

**9. PROHIBITED BUILDING MATERIALS:** No building shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding (exclusive of lap-side metal) or masonite siding (without prior written approval of the Developer, its successors, assigns or designated Agent) as a major exterior building material (these materials may be used as roofing material, however).

**10. DRIVEWAYS AND PARKING AREAS:** All driveways and parking areas shall be paved with a minimum of four inches (4") of concrete, a minimum of two inches (2") of asphalt with a minimum of six inches (6") of compacted stone and/or an approved equivalent building material.

**11. TEMPORARY STRUCTURES/STORAGE:** No structure of a temporary character, including tents, motor homes, trailers and/or campers shall be used on any Lot at any time as a residence, either temporarily or permanently.

All boats, campers, motorized vehicles (excluding automobiles and pick-up trucks) and other equipment are to be stored in approved garages.

**12. APPROVAL CRITERIA:** Approval of the proposed plans and specifications shall be based upon the compliance with the provisions of these Restrictive Covenants, the quality of workmanship and materials, harmony of exterior design with the surrounding structures, locations of improvements with respect to topography and finished grade elevation, the effect of the 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 improvements.

**13. COMPLETION AND MAINTENANCE REQUIREMENTS:**

- (a) Any approved dwelling, building and/or other improvement being constructed on a Lot must be completed within one (1) year after the date of the issuance of the building permit; and
- (b) Building materials and/or other storage materials may not be kept or maintained on a Lot except in connection with the active construction and completion of an approved dwelling, building and/or other improvement within the time limits set forth in subparagraph (a) above; and
- (c) All approved dwellings shall thereafter be maintained in a state of good repair (i.e. landscaped, grass mowed, painted, etc.) to further the harmonious design and maintenance of the subdivision and any external physical damage to a previously approved dwelling shall be repaired within ninety (90) days of said damage.

**14. PERMITTED ANIMALS:** No animals, livestock, or poultry of any kind shall be raised or bred on any Lot, except dogs, cats, or any other normal household pets may be kept, provided (i) they are not kept, bred, or maintained for any commercial purpose, and (ii) they (dogs) are confined to the home or maintained in an appropriate approved fenced area; and (iii) they are not permitted to roam; and (iv) they shall not become an annoyance or nuisance to other Lot owners. No dangerous animal or vicious dog of any kind will be permitted in the subdivision and the Developer, in its sole discretion reserves the right to require a Lot owner to remove an animal which the Developer deems to be dangerous or a dog which the Developer deems to be vicious from the subdivision.

**15. WASTE DISPOSAL:** No part of the property herein conveyed 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times and shall be fenced or screened from public view in a manner approved by the Developer.

**16. LANDSCAPING:** No grass or weeds shall be allowed to grow taller than six inches (6") on any lot, and all dwellings shall be landscaped (seeded and strawed) within ninety (90) days of occupancy with the following features:

- (a) all dwellings shall maintain a minimum of eight (8) shrubs that are a minimum of eighteen (18) inches in height in front of the dwelling, which shall be properly maintained and pruned at all times; and
- (b) all stumps and other vegetation shall be removed; and
- (c) all satellite and/or antenna systems must be approved by the Developer its successors, assigns or duly authorized agent and shall be screened from public views, and have low growing shrubs or flowerbeds placed around the base.

In addition, any uprooted stumps, or unsightly vegetation shall be removed from any Lot within ninety days (90) from the date of purchase, or start of construction by the Lot owner, unless the Lot owner has contracted with the Developer to the contrary, and the Lot owner has contracted with the 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 said agreement shall be recited in the deed of transfer; or unless the developer, or his heirs, successors and assigns have otherwise waived enforcement of this provision.

**17. SIGNS:** No billboard or sign of any kind shall be displayed to public view on any Lot except one sign of not more than nine (9) square feet advertising the Lot for sale or signs used by a builder to advertise the Lot during construction and sale period.

**18. SWIMMING POOLS:** No above-ground swimming pool shall be erected on any Lot and a below ground swimming pool may be erected in the sole discretion of the Developer provided that the same shall be enclosed by a proper approved fencing to keep small children or unauthorized visitors from entering the enclosed area.

**19. PERMITTED VEHICLES:** 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 any street within the subdivision except moving vans and/or construction vehicles; which may be driven or parked on the subdivision streets 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 on a Lot.

**20. SPEED LIMITS:** All Owners agree to observe posted speed limits along said roads.

**21. NOXIOUS ACTIVITY PROHIBITED:** No noxious or offensive activity shall be carried on or allowed upon any portion of any Lot nor shall anything be done thereon that may be or become a nuisance or annoyance. Final determination of what constitutes a nuisance or annoyance to the neighborhood shall be made by the Developer.

**22. DISABLED VEHICLES:** Any motor vehicle or other motor conveyance not in a running condition must be removed within thirty (30) days. No disabled, junked or dismantled motor vehicles shall be allowed on any Lot.

**23. UTILITIES:** Easements for utilities and drainage are reserved for ten (10) feet along all front, side and rear property lines, and the right is reserved for the Developers, its successors and assigns to establish and grant additional easements along any streets, avenues or drives for the purpose of furnishing utilities and a storm sewer system (which may encroach upon a Lot or Lots in the discretion of the Developer) in or through said subdivision. All utilities serving a Lot shall be run underground at the expense

of each individual Lot owner.

**24. EASEMENTS OR RIGHTS OF WAY:** The conveyance of all lots is made and accepted subject to any easements or rights of way that may have been granted for power, lights, telephone lines, access, drainage facilities, water facilities and/or sewage facilities, or as shown on any recorded plats of "The Links" Subdivision. The Developer reserves the right to subject the property in this subdivision to a contract with Carolina Power and Light Company for the installation of street lighting and lighting of the subdivision entrance sign, which may require a continuing monthly payment to Carolina Power & Light Company by each Lot owner in said subdivision.

**25. ROADS:** The Developer will construct and maintain the private roads in the subdivision, to wit: Par Drive and Eagle Court, to state specifications and will maintain the same until such time as the said private roads are taken over for maintenance by the City of Henderson. To this end, the Developer reserves the right to subject all the Lots in said subdivision to a right of way in favor of the City of Henderson at such time as the said city 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 City of Henderson, which may be required for the roads providing access to the lots and shall be responsible for any decisions regarding need for maintenance and the manner and extent of said maintenance, improvement or repair.

**26. BURIAL SITES:** No burial sites are allowed on any Lot within the subdivision.

**27. PROPERTY ADJACENT TO A GOLF COURSE:**

(a) Every Lot is burdened with an easement permitting golf balls unintentionally to come upon the Lot and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the owners or occupants permission before entry. All owners by acceptance of delivery of a deed to a Lot assume all risk

associated with errant golf balls, and all owners agree and covenant not to make any claim or institute any action whatsoever against the Developer, its successors and/or assigns resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the subdivision. Nothing in this paragraph shall in any way relieve golfers from liabilities for damages resulting from errant golf balls.

(b) By acceptance of a deed to a lot, each owner acknowledges and agrees that owning property adjacent to a golf course has benefits as well as detriments and that the detriments include: (1) the risk of damage to property or injury to persons and animals from golf balls which are hit onto an owners lot, (2) the entry by golfers onto owner's lot, (3) overspray in connection with the watering of the roughs, fairways and greens of the golf course, (4) noise from golf course maintenance and operation equipment (including, without limitation compressors, blowers, mulchers, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously), (5) odors arising from irrigation and fertilization of the turf situated on the golf course; and (6) disturbance and loss of privacy resulting from golf course traffic and golfers. Additionally each owner acknowledges that pesticides and chemicals may be applied to the golf course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the golf course. Each owner expressly assumes such detriments and risks and agrees that Developer, its successors and assigns shall not be liable to the owner or anyone claiming any loss or damage, including, without limitation, indirect, special or destruction of property, trespass or any other alleged wrong or related to the proximity of the owner's Lot or residence to the golf course, including, without limitation, any claim arising in whole or in part from the negligence of the Developer, its successors and assigns. Each owner agrees to indemnify and hold harmless Developer its successors and assigns against any and all such claims by owner's invitees.

(c) No representations or warranties have been made by the Developer or any other person or entity with regard to use of the facilities of the Henderson Country Club, Inc., specifically including the golf course and/or amenities and to the contrary, the

Developer has specifically informed each Lot owner that the purchase of the Lot in the subdivision does not entitle the owner to the use of the facilities of the Henderson Country Club, Inc. specifically including the golf course and/or amenities, as said country club is a private club and membership and fees are established in said country club's sole discretion.

**28. HOMEOWNERS' ASSOCIATION:** The costs of street lighting and maintenance of signs and natural areas and other necessary costs associated with the overall maintenance of the common areas of the subdivision shall be prorated between the Developer and the individual Lot owners on a prorata basis (i.e. per Lot) until such time as 21 lots have been sold. At such time as the 21<sup>st</sup> Lot is sold, the costs of street lighting and maintenance of signs and natural areas and other necessary costs associated with the overall maintenance of the common areas of the subdivision shall be prorated among the members of a unincorporated non-profit association to be denominated "The Links Property Owners Association" (each Lot owner, excluding the Developer being a member thereof by virtue of ownership of said Lot. The failure of an individual Lot owner to pay his/her prorated share of the costs of street lighting and maintenance of signs and natural areas and other necessary costs associated with the overall maintenance of the common areas of the subdivision shall result in a lien being place against the Lot in favor of the Links Property Owners' Association.

**29. ENFORCEMENT:** The enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.

**30. SEVERABILITY:** The invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

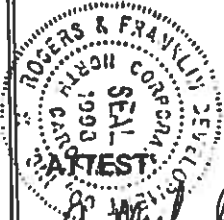
**31. DURATION:** These restrictions and conditions are covenants running with the land and shall be binding on all owners of property covered by these restrictive covenants and all persons claiming under them for a period of thirty (30) years from the date these Restrictive Covenants are recorded, after which time, said covenants shall be automatically extended for additional periods of ten (10) years each, unless an instrument signed by three-fourths (3/4) of the owners of the similarly restricted lots has been recorded in which it is agreed otherwise. These restrictions cannot be altered or changed prior to that date without the written consent of the Developers, their heirs, assigns or devisees.

IN WITNESS WHEREOF, the Developer has hereunto set their hands and seals this 9th day of July, 1999.

ROGERS & FRANKLIN DEVELOPMENT CO., INC.

BY:

John C. Rogers  
JOHN C. ROGERS, President



J. Michael Franklin  
J. MICHAEL FRANKLIN, Secretary

**STATE OF NORTH CAROLINA****COUNTY OF VANCE**

I, a Notary Public of the county and state aforesaid, hereby certify that J. Michael Franklin personally appeared before me this day and acknowledged that he is Secretary of ROGERS & FRANKLIN DEVELOPMENT CO., INC., a North Carolina corporation, 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 Secretary.

WITNESS my hand and official stamp or seal this 9th day of July 1999.

Annette T. Munn  
NOTARY PUBLIC

My Commission Expires 10-05-99

**STATE OF NORTH CAROLINA, VANCE COUNTY**

The foregoing certificate(s) of Annette T. Munn, Notary Public Of  
Vance County, N.C.  
is (are) 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.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By: Stephanie B. Gupton  
DEPUTY/ASSISTANT

BK 865 PG 393

STATE OF NORTH CAROLINA  
COUNTY OF VANCE

VANCE COUNTY, N. C.  
FILED FOR RECORD

99 SEP 23 PM 3:16

CYNTHIA S. ARBOTT  
REGISTER OF DEEDS

06400

**ADDENDUM TO RESTRICTIVE COVENANTS  
FOR "THE LINKS"  
(TO INCLUDE LOTS 28 THROUGH 42)**

**THIS ADDENDUM TO RESTRICTIVE COVENANTS FOR "THE LINKS" (TO INCLUDE LOTS 28 THROUGH 42),** made on the day hereinafter set forth by **ROGERS & FRANKLIN DEVELOPMENT CO., INC.,** a North Carolina corporation, hereinafter referred to as "owner;"

**WITNESSETH:**

**WHEREAS,** Owner is the owner of certain property in the Township of Henderson, County of Vance, State of North Carolina, which is more particularly described as follows:

BEING Lots 28 through 42, inclusive, according to survey and plat entitled "Final Subdivision Plat Rogers & Franklin Development Co., Inc. - 'The Links'" as prepared by John Lee Hamme, Civil Engineer and Land Surveyor, dated May 8, 1999, as appears in Plat Book "W," Page 72, in the office of the Register of Deeds of Vance County.

**WHEREAS,** Owner has previously subjected certain other lots to those Restrictive Covenants for "The Links" as appear in Book 859, Page 283, in the office of the Register of Deeds of Vance County, North Carolina; and

**WHEREAS,** Owner desires to make the above-referenced lots subject to said Restrictive Covenants for "The Links" as appear in Book 859, Page 283, in the office of the Register of Deeds of Vance County, North Carolina; and

BK 865 PG 394

**NOW, THEREFORE**, Owner hereby declares that all the lots described above shall be held, sold and conveyed subject to the Restrictive Covenants for "The Links" as appear in Book 859, Page 283, in the office of the Register of Deeds of Vance County, North Carolina, which said covenants shall run with the real property and be binding on all parties having any right, title or interest in the described lots or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof for the period of duration therein set out.

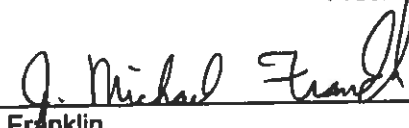
**IN WITNESS WHEREOF**, the undersigned has caused this instrument to be signed in its name by its duly authorized officers and the seal to be hereunder affixed by authority of its Board of Directors this 23<sup>rd</sup> day of September 1999.

**ROGERS & FRANKLIN DEVELOPMENT CO., INC.**

BY:

  
John C. Rogers  
President

**ATTEST:**

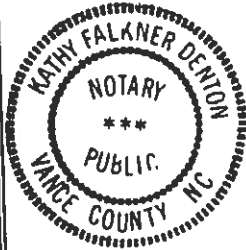
  
J. Michael Franklin  
Secretary



**STATE OF NORTH CAROLINA  
COUNTY OF VANCE**

I, a Notary Public of the county and state aforesaid, certify that **J. MICHAEL FRANKLIN** personally came before me this day and acknowledged that he is Secretary of **ROGERS & FRANKLIN DEVELOPMENT CO., INC.**, a North Carolina corporation, 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 himself as its Secretary.

**WITNESS** my hand and official stamp or seal this 23<sup>rd</sup> day of September 1999.



Kathy Falkner Denton  
NOTARY PUBLIC  
My Commission Expires: 9/26/03

**STATE OF NORTH CAROLINA, VANCE COUNTY**

The foregoing certificate of Kathy Falkner Denton, Notary Public of Vance County, NC 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.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By: Stephanie B. Husson Deputy