

BK 867 PG 031

VANCE COUNTY, N. C.
FILED FOR RECORD

06802

PREPARED BY: ROBERT K. CATHERWOOD

99 OCT 12 PM 1:40

CYNTHIA S. ABBOTT
REGISTER OF DEEDS

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS
CROWDER FARM SUBDIVISION

COUNTY OF VANCE

WHEREAS, Donald W. Gupton, Inc., A North Carolina Corporation, is the owner in fee of the following described lots or parcels of land located in Williamsboro Township, Vance County, North Carolina and more particularly described as follows:

All of Crowder Farm Subdivision, being Lots 1 through 148 thereof as shown on map recorded in Plat Book W, Pages 81 A, B, and C, Vance County Registry.

WHEREAS, Donald W. Gupton, Inc., hereinafter referred to as "Developer" for the purposes 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 do 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 lot or portion of any lot shall be used for any business purpose. 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 their 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 the 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. Dwellings constructed on lots 1, 2, 36-38, 47-57, 135-140, and 146-151 of the Subdivision shall be located on each of said lots so as to face S.R. 1329, and the setback requirements set forth in the following paragraph, 4, shall consider the front setback requirement as being from S.R. 1329. Provided, however, that no driveway will be constructed for lots 2, 36, 38, 47-57, 136-140, and 146 that provides access to and from S.R. 1329. Rather, driveway access to said lots shall be constructed for each of said lots to provide access to and from the nearest interior roadway of Crowder Farm Subdivision.

Developer may waive the conditions set forth in the immediately preceding paragraph in the event that conditions exist which would render it difficult or impossible to comply with said condition.

4. 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 (or side street line) of said lots, nor closer than 20 feet from the rear lines of said lots; the developer or its successors, assigns, or legal agent, its sole discretion deem the same to be advisable. The developer reserves the right for a 20% variance at their discretion.

5. No structure of a temporary character, including tents and trailers, shall be used on any lot at any time as a residence, either temporarily or permanently; however, double-wide manufactured homes, 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 said lots

6. No dwelling, building, structure, outbuilding, fence, wall, satellite dish, or improvement of any nature whatsoever (except for interior alterations to existing structures 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, specifications and location for such construction shall have been approved in writing by the developer or their successors, assigns or legal agent. Approval by the developer shall not constitute a basis for liability of the developer for any reason, including, without limitation: (I) the failure of the plans to conform to any application building code; or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

7. 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 960 square feet, measured from outside wall lines.

8. All buildings shall have permanent perimeter foundations of brick, block, or stone (to be completed before issuance of a Certificate of Occupancy) unless otherwise approved in writing by the developer, or their 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 (double-wide) building shall have foundations constructed to meet all applicable state and local codes.

9. All driveway pipe shall be constructed in compliance with all specifications of the State of North Carolina.

10. 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 the placement of up to two horses on any lot provided the developer has further approved all stalls, shelter and/or fences for said horses.

11. 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 conditions. 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.

12. 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.

In addition, all stumps and vegetation shall be removed from any lot within ninety (90) days from the date of occupancy by the buyer, unless the buyer 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 that fact shall be recited in the deed of the transfer; or unless developer, or their successors, assigns or legal agent, has otherwise waived enforcement of this provision.

13. No automobile or equipment that is inoperable will be allowed to remain on any lot and/or street for more than fifteen (15) days.

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

15. 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 the private roads as shown on the above referenced plat except moving vans and/or construction vehicles, which may be driven or parked on the private roads as shown on the above-referenced plat 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.

16. 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 toilets or privy shall be constructed on any lots.

17. No building shall be constructed which uses cinder or concrete blocks, asphalt shingle, 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).

18. 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 the developer or to the neighborhood.

19. No temporary or above-ground swimming pool in excess of 100 square feet shall be permitted on any lot unless the plans to the same are approved by the developer, or their successors, assigns or legal agent.

20. The developer assumes no responsibility of maintenance and upkeep of any well or septic tank required by an owner or future owner relative to the use of said property, other than that responsibility set forth in paragraph 25 hereof, and each owner hereafter shall maintain and be responsible for the upkeep and the installation, maintenance and upkeep of any such water or septic system desired by them for the use of said premises.

21. ENFORCEMENT: Enforcement shall be by preceding 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 shall in no event be deemed a waiver or estoppel of the right to enforce the same.

22. SEVERABILITY: Invalidation 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 or effect.

23. 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.

24. UTILITIES: The conveyance of all lots is made and accepted subject to any easement and/or rights of way that may have been or may be granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities, or as shown on the recorded plat of Crowder Farms 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.

25. ROADS AND ROAD MAINTENANCE: The developer will construct the roads, designated as "proposed 60 foot private right of way" on the above- referenced plat to state specifications. Said roads shall be for the use and benefit of the developer and all subsequent owners of lots adjoining said roads, and to this end, each lot adjoining said road shall be subject to a non-exclusive easement appurtenant for ingress, egress and regress in favor of the developer and the other adjoining lot owners.

There is hereby created a Crowder Farm Property Owner's Association for the purpose of establishing rules and regulations governing the use of the roads and for the maintenance and upkeep of the same, to provide lighting of streets and roads, to enforce the Restrictive Covenants for the subdivision. Each of the owners of the lots in the subdivision shall be deemed a member of the Property Owner's Association, and shall be entitled to one vote for each lot owned at the annual meeting of the association. The first annual meeting of the association shall be on a date to be fixed by the Developer. Thereafter, the date and time for the annual meeting shall be fixed by the Board of Directors of the association. At each annual meeting there shall be elected a board of directors for the association consisting of at least five (5) members, and the board of directors so elected shall operate the association. Pending the first annual meeting, a temporary board of directors may be

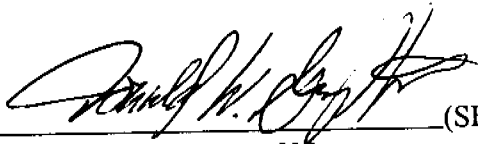
appointed by the Developer to serve until their successors are elected. The temporary board of directors, in addition to providing for temporary road maintenance, shall prepare and present a proposed set of bylaws for the association at the first annual meeting.

The costs of any road or lighting (if applicable) repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all lots in the subdivision. Any sums levied by the association that remain unpaid shall become a lien against the member's lot, subordinate only to ad valorem taxes and mortgage liens, and may be collected by the association through a civil action instituted for such purpose. There shall be an annual assessment for the maintenance and upkeep of the roads and lighting (if applicable), of not less than \$100.00 due upon purchase of each lot, and on the same date each year thereafter, with such date being subject to change by the board of directors for uniformity and ease of collection. All maintenance fees so collected by the Association shall be set aside and held in trust for the use and benefit of the Property Owner's Association and shall be paid to it upon demand. The owner's of lots 37, 56, 134, 135, and 146-148 shall be exempt from payment of this assessment.

The Developer reserves the right to and privilege to grant a general road easement to the North Carolina Department of Transportation, or other governmental agency, if it is desired that the private roads within the subdivision be included in the public road system.

IN WITNESS WHEREOF, Donald W. Gupton, Inc. has caused this instrument to be executed in its name and stead the day and year first above written.

DONALD W. GUPTON, INC.

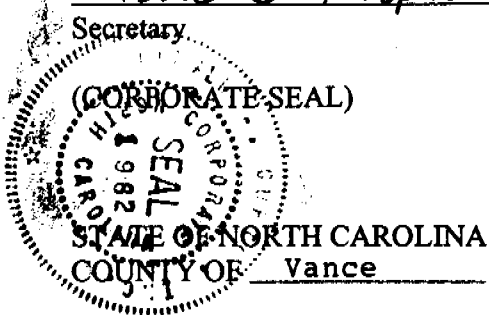
By:  (SEAL)
DONALD W. GUPTON
President

BK867 PG038

ATTEST:

Sue C. Gupton

Secretary

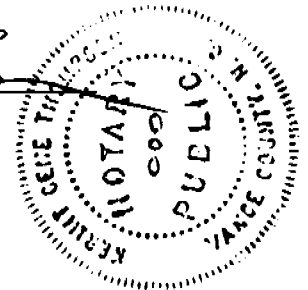


I, Kermit Gene Thompson, a Notary Public for said County and State, certify that Sue C. Gupton, personally came before me this day and acknowledged that she is Secretary of Donald W. Gupton, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her self as its Secretary.

Witness my hand and official seal, this the 12th day of October, 1999.

Kermit Gene Thompson
Notary Public

My commission expires: 9-6-2000



STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Kermit Gene Thompson, 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.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By: Stephanie R. Grissom Deputy