

03096

This instrument was prepared by: Christy L. Maillet, P.A.

Mail after recording to: Christy L. Maillet, P.A.
105 North Main Street, Suite 105
Roxboro, North Carolina 27573

NORTH CAROLINA
VANCE COUNTY

VANCE COUNTY, N.C.
FILED FOR RECORD

99 MAY -6 PM 3:54

CYNTHIA S. ABBOTT
REGISTER OF DEEDS

RESTRICTIVE COVENANTS FOR
PLANTATION PINES

THIS DECLARATION OF COVENANTS, established this the 27th day of April, 1999, by Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company (hereinafter referred to as Developer);

WITNESSETH:

THAT WHEREAS, the Developer is the owner of certain lands more particularly described in Deed Book 839, Page 782, Vance County Registry; and whereas, the Developer intends to subdivide the lands so conveyed to the covenants contained herein for the benefit of all of the lots in the Subdivision owned by the Developer;

NOW, THEREFORE, in order that the lands herein described shall be developed and used in a manner calculated to promote the highest and best value and enjoyment thereof, the Developer does hereby declare and place the following restrictions upon the use and occupancy of said lands.

ARTICLE I

The lands to which these Restrictive Covenants shall apply are described as follows:

Being all of those certain lots known as **Plantation Pines** as is more particularly shown on plat of record in Plat Cabinet V, Page 930 A & B, Vance County Registry, and which is a part of those lands described in Deed Book 839, Page 782, Vance County Registry.

ARTICLE II

All lots shall be used for single family residential (one single family dwelling per lot), recreational, horticultural or agricultural purposes only.

ARTICLE III

All single or double-wide mobile homes as may be allowed herein, shall be no more than ten (10) years old at the time of installation. This requirement may be waived by Developer or Homeowner's Association if it is determined that such home is sufficiently compatible in design and appearance with other housing in the subdivision.

ARTICLE IV

No lot shall be used for the dumping of trash or waste.

ARTICLE V

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VI

No swine (including pot bellied pigs), kennels, commercial poultry or chicken houses of any kind shall be allowed on any lot. Horses and cattle are allowed. This shall not prevent the keeping of normal household pets under normal residential conditions.

ARTICLE VII

There shall not be located on any lot more than one (1) unlicensed vehicle. No commercial automotive repair shall be allowed on any lot.

ARTICLE VIII

There shall be no vehicular parking allowed along the road right-of-ways. This restriction includes, but is not limited to, automobiles, boats and utility trailers.

ARTICLE IX

All driveways and drainage pipes located and installed on the aforementioned lots shall comply with the standards and specifications of the North Carolina Department of Transportation, as well as those of Vance County Subdivision and Zoning Regulations. Driveway pipes need to be concrete.

ARTICLE X

All lots abutting Manor Lane and Estate Court shall be subject to the terms of the applicable Road Maintenance Agreement as recorded in Deed Book 852, Page 614, Vance County Registry.

ARTICLE XI

No resubdivision is allowed. Recombinations are allowed in Plantation Pines.

ARTICLE XII

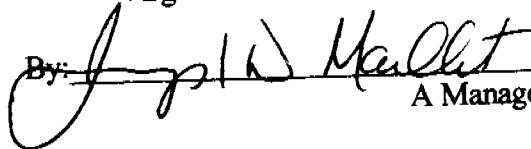
These restrictions or any changes therein shall run with the land and shall be binding on all lot owners, their successors and assigns and any person claiming under the owners until July 1, 2015. These restrictions shall automatically renew for ten (10) periods thereafter until such time as the lot owners by a two-thirds (2/3rds) vote agree to terminate said restrictions.

ARTICLE XIII

The invalidation of any portion of these restrictions and covenants by judgment, court order, state law, federal law or local law, shall in no way affect any of the other provisions contained herein, and those other provisions shall be severed from the invalidated portion and shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Developer does hereby bind itself, its successors and assigns, to the full performance of the above Covenants and Agreements, and does hereby set its hand and seal the day and year first above written.

CEDAR CREEK LAND CO., L.L.C.,
Virginia Limited Liability Company

By:  (SEAL)
A Manager

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I Tammy D. Bent, a Notary Public of the county of Person and state aforesaid, do hereby certify that on this day personally appeared before me Joseph D. Maillet, a Manager of Cedar Creek Land Co., L.L.C, a Virginia Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 26 day of April, 1999.

Tammy D. Bent
Notary Public



My Commission Expires: March 22, 2003

NORTH CAROLINA
VANCE COUNTY

The foregoing certificate of _____, a Notary Public of the governmental unit designated, 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: _____

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Tammy D. Bent, Notary Public of Person 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: Cathy Ren Assistant