



2007086383

GUILFORD CO, NC FEE \$35.00

PRESENTED & RECORDED:

10-19-2007 11:27:13 AM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY: JANE SCHULTZ

DEPUTY-GR

BK: R 6803

PG: 2210-2217

89

NORTH CAROLINA

GUILFORD COUNTY

prepared by
J. Iddings

RESTRICTIVE COVENANTS OF JESSUP RIDGE PHASE 2 SECTION 1

WITNESSETH:

Southern Evergreen, LLC ("Owner") is the owner, and **Southern Evergreen, LLC** ("Developer"), is the developer of a certain real property in Center Grove Township, Guilford County, North Carolina, known as "JESSUP RIDGE PHASE 2 SECTION 1" which subdivision is shown on a plat recorded in Plat Book 171, Page 108, Guilford County Registry (hereinafter "Jessup Ridge"). The lots referred to above in Jessup Ridge are subject to the following declaration of limitations, restrictions and uses which constitute covenants running with the lots in a subdivision and shall bind all parties, corporations, persons or firms claiming ownership thereof. The owner and developer of said subdivision, in order to promote a well classified and regulated residential subdivision does hereby impose upon said property restrictive covenants as follows:

1. DEFINITIONS

- (a) "Ad Valorem taxes" shall mean those taxes assessed by the appropriate governmental taxing authority based upon the value of property.
- (b) "Assessment" shall mean an Owner's share of the sums expended by the Association for those purposes set out in paragraph 31.
- (c) "Association" shall mean the Jessup Ridge Homeowners Association, its successor and assigns.
- (d) "Common Element" shall mean all real property and improvements thereto and thereon, owned or leased by the Association for the common use and enjoyment of the owners, including the entrances to residential areas, street lights, park-n-play, natural areas, including paths or walks.
- (e) "Lien" shall mean the Developer's claim or security in lot or lots for payment of any and all sums owed by the lot owner to the Developer or the Association pursuant to these Restrictive Covenants.
- (f) "Developer" shall mean Southern Evergreen, LLC, or such designee as may be duly authorized by it in writing. "Developer" may also be known herein and in all other documents relating to the Subdivision and the Association as "Declarant."

2. LOT PURPOSES AND DWELLING SIZE No lot shall be used except for single family, residential purposes. No structure shall be erected, placed or permitted to remain on any buildable lot other than one attached, single family resident dwelling containing a minimum of 2,500 square feet of heated living area, not including heated basement areas. All homes must have no fewer than a two car, side entry, attached garage on the premises.

3. TEMPORARY STRUCTURES No temporary house, trailer, mobile home, modular home, barn or other outbuilding shall be placed or erected on any lot. Temporary structures for storage of materials during construction will be allowed, but such temporary structure shall not be used at any time as a dwelling place.

4. **STRUCTURES** All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any lot. Any detached structures, such as a garage, shall be constructed of similar materials and color as the residence. All garages must be side entry. Any exception to this must be with an approval in writing from the Developer. All home plans, including interior and exterior specifications and finishes, must be submitted to Developer and must be approved by the Developer in writing prior to any construction and clearing of lot.
5. **RE-SUBDIVISION** No lot shall be re-subdivided or its boundary lines changed except with the written consent of Developer; however, the Developer hereby expressly reserves to itself, its successors or assigns the right to re-plat any two or more lots shown on the plat of the subdivision prior to delivery of deed in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.
6. **DESTRUCTION OF STRUCTURES** Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, wind storm or for any other cause or act of God must be rebuilt, or all debris removed and the lot restored to a slightly condition within reasonable promptness; provided, however, that in no event shall such debris remain longer than six months.
7. **BUILDING MATERIALS** All residences shall be constructed of primarily brick or masonry products. All materials must be approved by the Developer and the Architectural Review Committee prior to construction. No concrete block, either in building or walls, shall be used above finished ground elevation unless said blocks are covered with brick or similar materials as approved by the Developer. Once construction and improvements are started on any lot, the improvements must be substantially completed within twelve (12) months of commencement except for reasons beyond the control of the builder. Any discrepancies on usage of building materials will be decided by the Developer.
8. **HVAC EQUIPMENT, GARBAGE RECEPTACLE, STORAGE TANKS** All fuel storage tanks shall be buried below the surface of the ground or screened by fencing or shrubbery so as not to be visible from any street. No air conditioning or heating apparatus shall be installed on the ground in front of or attached to any front wall of any residence on a lot. Every outdoor receptacle for ashes, garbage or rubbish shall be screened or placed as not to be visible from any street. No above-ground swimming pools shall be allowed.
9. **NUISANCES AND MAINTENANCE** The property shall not be used for business, manufacturing or commercial purposes, nor shall anything done on the property that is a nuisance or an annoyance to the neighborhood. No Lot shall be used in a manner as to cause such Lot to appear unclean or unkept; no substance shall be kept upon any Lot which will permit foul or obnoxious odors; no Lot shall be used in any manner that will or might disturb the peace, quiet, comfort or serenity of surrounding Lots. Fires in fireplaces must be properly maintained and not cause air pollution problems as declared by environmental control authorities, and no trash, garbage/leave burning on property except during construction portion. No coal-burning stoves shall be utilized on the property or any structure thereon.

Each Lot shall be maintained and preserved in a clean, orderly and attractive manner within the spirit of Jessup Ridge. Each owner shall be responsible for maintenance of the portion of the street right of way between his Lot and the street. Trash, garbage or other waste shall be kept in sanitary containers either underground or placed at the rear of the dwelling; placed in such a manner that such containers shall be screened from public view except on day of collection; and promptly removed from the street after collection. Burning of trash or debris is not allowed on any Lot at any time.

10. **WILDLIFE SANCTUARY** The property within the subdivision is hereby claimed a bird and wildlife sanctuary and the hunting of any birds and wildlife is hereby prohibited. No discharging of firearms is permitted within the subdivision except for personal protection.

11. **ANIMALS** No animals except household pets may be kept on lots. No commercial sale of animals shall be allowed in any lot. No dog shall be allowed to run loose off the owner's property unless on a leash and accompanied by its owner. No dog considered a nuisance shall be allowed within the subdivision. Nuisance dogs shall include, but not be limited to: dogs which show vicious propensities, dogs which approach pedestrians in a menacing manner and dogs which bark excessively so as to affect the occupation or enjoyment of the adjoining or adjacent premises within the subdivision. No more than two adult dogs shall be allowed to be kept on any lot within the subdivision. Newborn puppies may be kept temporarily on a lot for up to eight weeks. All pet houses, pens or holding areas shall be screened and shall not be visible from the street.
12. **VEHICLES** No vehicle shall be parked habitually or regularly on any street within Jessup Ridge. No tractor trailer trucks or trailers used with such trucks shall be allowed in Jessup Ridge. However, construction vehicles and equipment in use for development and construction in the subdivision may be kept in Jessup Ridge during development or construction. No motor homes or buses shall be stored or kept on any lot within Jessup Ridge. No motorcycles, other than licensed vehicles operating on declared roads, shall be permitted to be operated within Jessup Ridge. No all terrain vehicles, three wheelers, four wheelers, go-carts or similar vehicles will be permitted to be operated within Jessup Ridge.
13. **JUNK VEHICLES** No stripped, partially wrecked or junk motor vehicle or part thereof shall be permitted to be parked or kept on any street or lot. All vehicles must be licensed and in good operating order.
14. **SIGNS** No billboards, sign boards or unsightly objects of any kind shall be maintained except that a single sign offering property for sale may be placed on any such lot, provided that such sign is not over 20 inches in height and not more than 24 inches in width.
15. **CAMPING TRAILERS, BOATS** No camping trailer or boat shall be parked in Jessup Ridge unless approved in writing by the Developer. No camping trailer or similar equipment may be used at any time as a residence or dwelling.
16. **DRIVEWAYS AND PARKING** Each lot owner shall provide space for parking three automobiles off the street prior to the occupancy of any dwelling constructed on said lot. The placement, design, and material of all driveways must be approved in writing by the Developer and the Architectural Review Committee prior to construction. All driveway materials shall be of concrete or asphalt.
17. **ACCESS** There shall be no road or driveway access to any lot except from designated roads within the subdivision.
18. **CLOTHESLINES** No clotheslines shall be allowed within Jessup Ridge.
19. **UTILITY LINES** All utility lines and wires within the development shall be installed underground.
20. **SATELLITE EQUIPMENT** No satellite dishes with a diameter of over 24 inches shall be permitted. All permitted satellite dishes shall be neatly erected and positioned so as to be inconspicuous.
21. **FENCING** The design, material and placement of all fences, including invisible dog fences, must be approved in writing by the Developer and the Architectural Review Committee prior to construction.

22. **SET-BACKS** No above-grade structure or part thereof, except approved fences or walls, may be constructed or placed on any lot less than:

Thirty (30) feet from the front line of any platted lot, unless otherwise specified on recorded plat;
Ten (10) feet from each lot side line.

23. **EASEMENTS** The Developer reserves for itself, its successors and assigns, for purposes incident to its development of the real property, subject to these restrictions, the following easements and/or right of way:

Easement and rights of way on each lot extending twenty (20) feet from the front (street) line, seven and one-half (7 ½) feet from the side lines and ten (10) feet from the back line for the installation of electric power and other utility services, including the installation and maintenance of radio and television transmission cables in the subdivision; provided, however, that such easements or rights of way shall not interfere with the proper location and use of dwellings constructed on the premises charged with such easement. The right to trim, cut or remove any trees and brush wherever necessary for the installation, operation and maintenance of utility services for the convenience of the property owners in the subdivision.

24. **TEMPORARY OFFICES AND STORAGE** Nothing herein contained shall be construed to prevent the Developer or its successors and assigns from maintaining temporary sales offices and storage on any lot, common grounds or recreation area while the subdivision is being developed and houses constructed within the subdivision.

25. **CONSTRUCTION MATERIALS** All discarded building and construction materials must be placed in a waste dumpster. Boards or other materials shall not be nailed to trees during construction.

26. **FIREWOOD** Unless neatly stacked all firewood must be screened from view or stored in an approved shed.

27. **SPEED LIMITS** Posted speed limits shall be observed including limits placed upon roads by the State of North Carolina when the roads are accepted within the state system.

28. **OFF SITE SEPTIC AREAS**

(a) **GRANT OF EASEMENT** A perpetual, non-exclusive easement to erect, construct, install, lay and use, and maintain and repair from time to time, septic sewer lines and a septic drainage field and related improvements, if any, is hereby created by the Declarant on certain septic "Offsite Easement" areas and on certain "Private Sanitary Sewer Line and Maintenance Easements" (abbreviated as "PSSLAME" on the plats of the Properties) in favor of the Owners of those certain Lots, all as designated on the plat or plats which comprise the Properties (the "Benefitted Lots"). For example, a Septic Easement Area designated for use by a particular Benefitted Lot, is labeled with the number of the Benefitted Lot. Each Private Sanitary Sewer Line and Maintenance Easement shall also include the right to use any immediately adjacent area in order to provide access to a Private Sanitary Sewer Line and Maintenance Easement and to provide temporary usage during a period of construction, installation or repair to a septic sewer line. Each septic sewer easement shall be an easement appurtenant and shall run with the land. The Association may adopt reasonable rules and regulations governing the use of the septic offsite easements and Private Sanitary Sewer Line and Maintenance Easements, including the prohibition of regular vehicular traffic across the septic easement areas (as long as such prohibition does not eliminate access to any Lot). Each Owner of a Lot which is subject to a Private Sanitary Sewer Line and Maintenance Easement (a "Burdened Lot") shall not, on the

Burdened Lot, (a) plant or maintain any tree or other planting; (b) construct or maintain any improvement; or, (c) conduct or permit any activity to be conducted, which shall interfere with the use of a Private Sanitary Sewer Line and Maintenance Easement for its intended purpose.

(b) USE OF EASEMENT The Declarant, for each Benefitted Lot, and the Owner or Owners of each Benefitted Lot, by acceptance of a deed therefor, covenant to (i) use the septic sewer lines and septic drainage field and other related improvements within the applicable septic easement area and Private Sanitary Sewer Line and Maintenance Easement in conformity with all applicable federal, state and local ordinances, regulations, health codes and guidelines, and (ii) use, maintain and repair the septic tank, septic lines and other related improvements, if any, located on a Lot in conformity with all applicable federal, state and local ordinances, regulations, health codes and guidelines. The Owner or Owners of each Benefitted Lot shall indemnify and hold the Association and the Owners of any affected Burdened Lots harmless against any damages, costs, claims and fines, including the Association's and such Owners' reasonable attorneys fees, resulting from a breach of a covenant under this subsection. The covenants under this subsection shall be real covenants which run with the land.

29. LANDSCAPING AND MAINTINENCE OF LOTS

(a) GENERAL All home sites must be maintained in a sightly and well kept condition. No open or exposed storage, particularly junk or abandoned items of personal property is allowed.

(b) RESPONSIBILITY OF LOT OWNER Each lot owner shall be responsible for the repair, maintenance and upkeep of the exterior of the dwelling on such Lot and all items located on the lot, including but not limited to any and all vegetation, driveways and walks (excluding improvements constructed by Developer), glass surfaces, window and door screens, patios, wooden decks or any part thereof including railings, supports and steps basement and crawl space areas, and any exterior alterations approved by the Developer pursuant to the provisions of this document; provided, however, the external appearance of such repairs, maintenance and upkeep shall be subject to the regulations and control of the Developer as provided in these Restrictive Covenants.

30. ENFORCEMENT OF REQUIREMENTS Should a Lot owner fail to discharge his or her repair, maintenance or upkeep responsibilities in a reasonable and prudent manner to a standard harmonious with that of other lots, or should a Lot Owner or its agents or assigns fail to comply with any of the requirements of these Restrictive Covenants such that the Association or Developer shall deem it necessary to take action itself to cause compliance, then the Association or Developer shall have the right to cause such repair, maintenance and upkeep to be performed and to charge the cost thereof as a part of and in addition to the annual assessment attributable to the Lot and provided for in these Restrictive Covenants. Should a lot owner fail to pay any charge billed in accordance with this paragraph within fifteen (15) days of such billing, then the Association or Developer shall have the right to claim a lien against the Lot and to foreclose such a lien, all as provided for in Paragraph 31 of these Restrictive Covenants.

31. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENT

(a) ASSESSMENT The Developer, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, (2) Special assessments to be established and collected as hereinafter provided, and (3) a pro rata share of ad valorem taxes levied against the common elements, and a pro rata share of assessments for public improvements to the common elements, if the Association shall default in the payment thereof for a period of six months, all as hereinafter provided. The annual and special assessments together with interest, costs and reasonable attorney's fees shall be a charge on the lot, and shall be a

continuing lien upon the property against which each such assessment is made. Each such assessment together with interest costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such property as of the time when the assessment fell due. Personal obligation for the delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

(b) MAXIMUM ANNUAL ASSESSMENT Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$600.00 for each improved lot and \$120.00 for each unimproved lot payable in equal monthly installments.

From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year by the action of the Developer.

(c) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS In addition to the annual assessments authorized above, the Developer may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any future construction agreed on by the homeowners association, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto. The special assessment may be made as necessary at any time. This special assessment also applies to any lot with an off-site septic field.

(d) PURPOSE OF ASSESSMENTS The assessments levied by the Developer shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and in particular for the acquisition, improvement, and maintenance of properties, services, and facilities devoted to this purpose, including, but not limited to, the cost of repairs, replacements, and additions, the cost of labor, equipment, materials, management, supervision, the payment of taxes assessed against the common elements, the procurement, and maintenance of insurance in accordance with the bylaws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

(e) EFFECT OF NON PAYMENT OF ASSESSMENT OR NON-COMPLIANCE WITH COVENANTS, REMEDIES Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of prime plus three percent per annum. The Developer may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. The Developer may also bring an action at law against the owner personally obligated to pay sums under Paragraph 30 or foreclose the lien against the property. Developer specifically shall have the power to sell the property in payment of the lien in accordance with the provisions provided for the foreclosure of deeds of trust under the terms of North Carolina Law.

(f) SUBORDINATION OF THE LIEN TO MORTGAGES AND AD VALOREM TAXES The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

32. THE ARCHITECTURAL REVIEW COMMITTEE

(a) ESTABLISHMENT The Developer shall serve as the Architectural Review Committee, until such time as Developer shall appoint one (1) or more persons and/or entities, to review building/development plans and initial construction.

(b) PURPOSE The Architectural Review Committee shall have sole discretion to regulate the external design, appearance, use, location and the orientation on the site of all initial construction and subsequent additions to the subject property, and of improvements thereon, including but not limited to landscaping and exterior finishes and colors, in such a manner so as to preserve and enhance economic, aesthetic and environmental values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(c) CONDITIONS No improvements, alterations, repairs, excavations, or changes in the grade or other work, which in any way alters the exterior of any Lot, or the improvements located thereon, from its natural or improved state existing on the date such Lot, or the improvements located thereon, are transferred in fee by the Developer to an owner shall be made or done without the prior written approval of the Architectural Review Committee. No building, fence, wall, tennis court, pool, pool house, residence or other structure shall be commenced, erected, improved, altered, removed, made or done without the prior written approval of the Architectural Review Committee. The Architectural Review Committee shall approve the location of all improvements on the lot which are visible or could be expected to become visible from any location within the subject property other than the lot in question.

(d) PROCEDURE FOR APPROVAL Any person desiring to make any improvement, alteration or change described herein shall submit to the Architectural Review Committee the plans and specifications therefore, showing the nature, kind, shape, height, materials, and location on the site of the improvement. The Architectural Review Committee shall evaluate such plans and specifications in light of the purpose of this Article as set forth above. In the event the Committee fail to approve, modify or disapprove in writing an application within thirty (30) days after accurate plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with except that no proposal that is a violation of the plain language of any covenant, restriction or easement upon the Subject Property shall be approved as such.

33. ANNEXATION OF ADDITIONAL PROPERTIES Additional lands may be subjected to this declaration, and with the Developer's approval, the land described herein may be annexed into another planned development. Developer its successors and assigns shall have the right for 20 years from the date of this declaration to bring within the operation and effect of this declaration additional portions of land as a part of this declaration. The additions authorized under this section shall be made by recording in the Office of the Register of Deeds of Guilford County, a supplement to this declaration, which need be executed only by Developer, which shall describe the additional land and state it is subject to this declaration. The additions authorized by this paragraph shall not require the approval of the Developer.

34. MODIFICATION AND AMENDMENT This Declaration may hereafter be amended by an instrument signed by the Developer, provided that no amendment shall alter any obligation to pay ad valorem taxes of assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

Notwithstanding the preceding paragraph, however, the Developer may amend this Declaration to correct any obvious error of inconsistency in drafting of this instrument, or any amendment required by the Veterans Administrations, the Department of Housing and Urban Development, or the Federal National Mortgage Association, without action

of consent of the Owners, and such amendment shall be certified and recorded in the Guilford County Registry.

35. PLANNED COMMUNITY ACT NOT APPLICABLE The provisions of the North Carolina Planned Community Act (N.C.G.S. Chapter 47F) shall not apply to Jessup Ridge and/or the property herein described.

36. DETERMINATIONS IN COMPLETE DISCRETION OF DEVELOPER The determination of all subjective terms to be made hereunder shall be made in the sole and complete discretion of the Developer. Such terms include, but are not limited to, inconspicuous, slightly, well kept and nuisance.

The above restrictions are placed on the property and lots hereinabove specified and set forth as a part of the general scheme hereinabove specified, and said covenants are and shall be binding upon all present and future owners of said land, their successors, heirs and assigns, and shall be covenants running with the land binding on all future owners of said property. This agreement is to be in full force and effect until January 1, 2050, unless such time is extended by the action of the Developer.

This the 19th day of October, 2007.

DEVELOPER

By RHR
Robert H. Jessup, Jr.

NORTH CAROLINA
GUILFORD COUNTY

I, a Notary Public of the County and State aforesaid, certify that Robert H. Jessup, Jr., Member/Manager of Southern Evergreen, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Manager on behalf of the company.

WITNESS my hand and official stamp or seal, this 19th day of October 2007.

Jeffrey S. Iddings
Notary Public
My Commission Expires: 11/20/11

