

RECORDED - 642705
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
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NORTH CAROLINA

**RESIDENTIAL RESTRICTIVE
COVENANTS - CARSON FARMS
EAST - PHASE II**

GUILFORD COUNTY

*prepared by Paul Oertel
Return to Bateman 7/11*

KNOW ALL MEN BY THESE PRESENTS that ALAMANCE PARTNERS, LLC, a North Carolina Limited Liability Company, being the owner of the real property hereinafter described, does hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any one or more of those lots of the subdivision known as CARSON FARMS EAST - PHASE II, a plat of which is recorded in the Office of the Register of Deeds for Guilford County, North Carolina, in Plat Book 148 at Page 103. Said property is hereby expressly subjected to the following restrictions as to the use thereof and shall be binding on all parties and persons claiming under them until January 1, 2020, at which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots, it is agreed to change or abrogate said covenants in whole or in part. In such vote, each lot owner shall be entitled to one vote and only one vote, irrespective of ownership. These restrictions are to run with the property and every part thereof, and every part thereof by whomsoever owned, to-wit:

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1. **Residential Use.** These lots shall be used for residential purposes only. No building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed a basement, two stories and an attic in height and a private garage. No trade or business of any kind shall be conducted upon said premises or any part thereof.

2. **Building Size.** No dwelling shall be erected or allowed to remain on said property having living areas with less than 1400 square feet of heated living area. Each dwelling shall have a two-car garage.

All foundations must have a minimum of nine (9) inches above ground level and must have a brick facing when visible from outside. Provided however, stucco houses which have been approved by the Architectural Committee may have stucco foundations. Stone foundations are also approved.

For purposes of this paragraph, "living area" shall be deemed to exclude porches, garages, carports and basement areas. A "lot" shall be defined as shown on the plat of Carson Farms East - Phase I above referred to.

3. **Animals, Fowls, Pets.** No animals, fowls or pets shall be kept or allowed to remain on said property for commercial purposes, and no animals other than household pets (which pets shall be kept and confined to said property) shall be kept or allowed to remain on said property for any purposes, nor shall anything be done thereon which is a nuisance or an annoyance to the community or neighborhood in which said property is located.

4. **Setback Requirements.** Front, rear and side setback lines shall comply with the applicable zoning requirements of the City of Gibsonville. For purposes of this provision, a garage attached to a dwelling shall be deemed a part of the dwelling and may not encroach upon these lines.

5. **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. Easements are also reserved for the purpose of erecting and maintaining subdivision entrance signs and perimeter landscaping or fencing in locations noted on the recorded plat.

6. **Electric Service.** No dwelling shall be erected, maintained or used on said property that is not connected to the main electric power line by an underground power line.

7. **Owners Association.** The developer shall create an Association of Owners who may be designated as the responsible party for the maintenance and upkeep of all subdivision signs and entrance or perimeter fencing and/or landscaping. All lot owners shall be members of the Association with each lot having one vote. The developer and the Association, after it is delegated responsibility, may levy an annual assessment not to exceed \$100.00 per year for the purpose of such maintenance and repair. This amount may be increased by vote of 60% of the owners of lots, with each lot having one vote.

8. **Modular Homes, etc.** No mobile, modular or doublewide homes shall be permitted or allowed to remain on said property.

9. **Detached Structures.** Detached Structures. Except as set forth herein, no detached carport, garage, outbuilding, accessory or other building may be erected on said property. Unless otherwise approved, all such structures shall be a part of the main dwelling and built in accordance with the general architectural plan thereof; provided, however, that attached carports and adjacent storage areas are permitted if the same are covered by roof areas attached to the dwelling, are neat in appearance and are of appropriate architectural design consistent with the design of the dwelling. Provided, further, there shall be permitted one detached storage building on each lot if such detached storage building is constructed on a permanent foundation or cement slab and of appropriate architectural design consistent with the design and materials utilized in the construction of the main dwelling upon said lot and is not less than 10' x 12' in size. All such detached storage buildings shall be submitted to the Architectural Committee for approval pursuant to paragraph 18 of the Restrictive Covenants.

10. **Driveways.** Any dwelling erected on said property shall be served by a driveway to be connected to the public street, extending from the pavement thereof to a garage or carport in compliance with the provisions hereof. All driveways shall be at least ten (10) feet wide, shall be no nearer than two (2) feet to an interior lot line. Off street parking shall be provided for at least two (2) automobiles.

11. **Mail Boxes.** Mail boxes shall be constructed in accordance with all municipal or postal guidelines, shall be uniform and consistent with the landscaping and architectural theme of the subdivision.

12. **Prohibited Activities.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may seem or may become a nuisance or an annoyance to the neighborhood or to the community where the said property is located.

13. **Satellite Dishes, Swimming Pools, etc.** No satellite dishes larger than 36" shall be permitted, and no satellite dishes shall be located in front of a residence. No antennas on poles shall be permitted. Likewise, no above ground swimming pools shall be permitted on any lot covered by these restrictive covenants.

14. **Maintenance of Lot.** Prior to erection and completion of a residence upon a lot, the owner shall keep such lot cleared of fallen trees, limbs, trash, garbage and refuse (whether deposited thereon by the owner, by unauthorized and unknown parties or otherwise), and shall trim down within four (4) inches of the ground all grass, weeds and other like growth at least twice each year, the first such trimming to be undertaken not later than May 15 and the second not later than September 15 of each year. Should the owner fail to so maintain such lot, the undersigned may, without notice, cause such work to be performed on such lot and charge the owner the reasonable value thereof plus a

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special \$25.00 maintenance fee over and above such value, such charges to be payable forthwith, and such shall entitle the undersigned to a lien arising out of the improvement of said real property, together with all statutory rights relating thereto, including but not limited to the filing of a claim of lien and action to enforce same.

15. **Garbage Cans and Clothes Lines.** No garbage cans may be kept upon said lot unless inside a structure or unless the same is enclosed, such as in a latticed area. All clothes lines must be screened from the persons using the street.

16. **Porches, Landscaping and Completion of Construction.** No wooden porches or concrete steps shall be constructed or allowed to remain on the front of any residence or which such wooden porch or concrete steps would be visible from the front, unless approved by the Architectural Committee.

A landscaping plan must be submitted for approval of the Architectural Committee.

Construction of a residence must be completed within twelve (12) months of the commencement date. In the event construction is not completed within said time, the lot must be restored, as nearly as possible, to its pre-construction condition.

17. **Motor Vehicles.** No immobile or junk automobiles, trucks, tractors or any other vehicle shall be permitted to remain on any lot or street in the subdivision. No trucks, tractors, boats, campers or boat trailers may be stored or regularly parked on any lot or street unless within the confines of a closed garage, or appropriately screened.

18. **Architectural Committee.** No structure, fence, wall, landscaping plan or screen planting shall be erected, placed or altered on any lot until the building plans, specifications and plot plans showing the location of such structure, fence, wall or screen planting or landscaping plans have been approved in writing as to conformity and harmony of external design and external materials with the existing structures in the area, and approved as to location with respect to topography and finished ground elevation by the Architectural Committee. The Architectural Committee shall also approve residence design, outside trim, roof color and the location of the residence on the property. The word "structure" includes dwellings, garages and all other enclosures of space.

The Architectural Committee shall include Charles Jones, Kevin Sasser, Don Callahan and Jimmy Sasser. The Limited Liability Company may, by a writing recorded in the Office of the Register of Deeds for Guilford County, change the membership of the Architectural Committee from time to time.

Unless the Architectural Committee, within thirty (30) days after it receives from a lot owner a copy in writing of all pertinent plans and specifications, shall reject in writing any proposal put to it under this indenture, such proposal shall be irrevocably deemed to have the approval of such Committee. Provided, however, the

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Architectural Committee shall be authorized, with the consent in writing of the lot owner, to extend said thirty-day period for such time as agreed upon.

19. **Enforceability.** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate said covenants either to restrain violation, or to recover damages or both.

20. **Invalidation.** Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions which shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals, this the 26th day of NOVEMBER, 2002.

ALAMANCE PARTNERS, LLC

By:

[Signature]
Kevin Sasser member-manager

By:

[Signature]
Jimmy Sasser member-manager

By:

[Signature]
Charles Jones member-manager

By:

[Signature]
Don Callahan member-manager

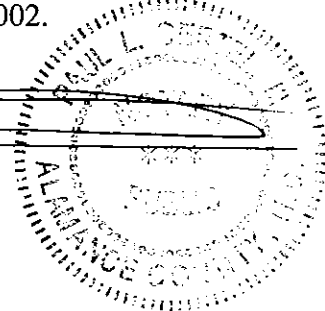
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NORTH CAROLINA, ALAMANCE COUNTY

I, a Notary Public of said County and State, hereby certify that Kevin Sasser, Jimmy Sasser, Charles Jones and Don Callahan, Member-Managers of Alamance Partners, LLC, a North Carolina Limited Liability Company, personally came before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal this the 26th day of NOV., 2002.

My Commission expires:
12-13-04

[Signature]
Notary Public





KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Paul L. Oertel III

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS
By: Pat Edwards
Deputy - Assistant Register of Deeds

* * * * *

**This certification sheet is a vital part of your recorded document.
Please retain with original document and submit when re-recording.**

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