

100 Ret Josh Norton

NORTH CAROLINA Book  
STANLY COUNTY 1014

Page 0100  
DECLARATION OF RESTRICTIONS AND  
DEDICATION OF STREETS

FILED  
STANLY COUNTY NC  
08/05/2004 1:44 PM  
CECIL ALMOND  
Register Of Deeds

THESE PROTECTIVE COVENANTS made and entered into this 22nd day of June, 2004 by BBS BUILDERS, INC. with its principal office and place of business in Locust, Stanly County, North Carolina, owner of the lands hereinafter described, and any and all persons, firms or corporation acquiring any of the property hereinafter described;

**WITNESSETH:**

NOW, THEREFORE, in consideration of the premises, BBS BUILDERS, INC. hereby agrees with any and all persons, firms or corporations acquiring any of the property hereinafter described that the same shall be, and hereby is, subject to the following PROTECTIVE COVENANTS relating to the use and occupancy thereof:

1. **PROPERTY RESTRICTED:** The property which is made subject to the Protective Covenants set forth herein is more particularly described as those lots designated REDAH ACRES, PHASE III, Lots 1-40 as shown on a plat thereof recorded in Plat Book 19 at Page 35, Stanly County Registry.

**THE RESTRICTIVE AND PROTECTIVE COVENANTS  
AND CONDITIONS ARE AS FOLLOWS:**

2. **LOT.** The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned map and no lot designated on said

\$35.00

plat shall be subdivided. Lots shall be used for residential purposes only and no lot shall be used to access any adjacent properties. So that the subdivision retains the appearance of its wooded lots, a minimum of thirty per cent (30%) of the trees on each lot must remain.

3. **LAND USE AND BUILDING TYPE.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. No mobile, modular, or manufactured home may be erected or permitted to remain upon any Lot. No existing building of any type may be moved to occupy any lot. All dwellings must be completed within 12 months of commencement date. Written permission for extension may be granted by the Developer due to uncontrollable circumstances. No outbuilding shall be erected upon any Lot unless same is incidental to the residential use of said Lot. All outbuildings must be of the same quality construction and have installed the same type of roofing and siding materials as the primary family dwelling. No structure of a temporary character, or concrete block, camper, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. All driveways accessing each lot to the street on which it fronts shall be concrete. All main roof pitches and primary gable must be 7 on 12 roof pitch or greater. Exterior finishes must be brick or partial brick and vinyl and may include stone.

102

4. **BUILDING PLAN APPROVAL.** The Developer must approve house plans in advance to make sure the plans meet the requirements of the restrictions. Two (2) copies of the house plans and site plans must be submitted, which plans will be reviewed by the Developer within fifteen (15) days, marked approved or unapproved stating the reason for non-approval, and returned to the builder/owner. Developer approval does not waive City of Locust or County of Stanly required approvals.

5. **DWELLING.** Dwellings, exclusive of one-story open porches, outbuildings, garages and breezeways shall not be less than 1400 square feet of finished ground floor heated area for a one-story dwelling with an attached two-car garage and not less than 1800 square feet of finished floor heated area for a multi-level dwelling with a minimum ground floor heated area of 1200 square feet with an attached two-car garage.

6. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed three in number except for newborn offspring or such household pets which are under nine (9) months

in age. No savage or dangerous animals shall be kept or maintained on any lot or in any dwelling.

7. **SETBACK LINES.** No building shall be erected or permitted to remain nearer to any street in said subdivision than twenty-five (25) feet to the front property line as shown on the recorded plat of said subdivision. No dwelling house shall be located nearer than five (5) feet to any sideline; nearer than fifteen (15) feet to any side street line; or nearer than twenty-five (25) feet to the rear line of any lot. It is provided, however, that eaves, steps, stoops and fireplace chimneys shall not be considered a part of the building for the purposes of interpreting this paragraph of this Declaration.

8. **COMMERCIAL USES.** No manufacturing, industrial, wholesale or retail enterprises of any kind shall be erected on any Lot for the purpose of maintaining a business other than those considered as a business office within an occupied family dwelling.

9. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) foot, one sign of not more than five (5) square feet advertising the property for sale or signs used by the builder to advertise the property during the construction and sales period.

10. **FENCES.** No fencing shall be erected in front of the rear corner of the family dwelling and shall be limited to the back yard area. Type of fencing permitted shall be wrought iron or aluminum material finished white or black.

104

11. **SATELLITE DISHES.** Satellite dishes shall be permitted in the back yard of each lot so long as the dish remains concealed from the street view.

12. **MAINTENANCE OF LOT.** Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or other similar garbage and trash removal units.

13. **MAILBOXES.** Mailboxes must be of a temporary nature and able to be moved. No brick, block or siding mailboxes of a permanent nature shall be erected.

14. **MOTOR VEHICLES AND PERSONAL PROPERTY.** No tractor trailer shall be permitted, either connected or disconnected, on any lot or street within the subdivision. All travel trailers, campers, boats and like moveable or trailer able vehicles must be enclosed in a garage or detached building with a garage door without any exposure to the public. Each lot owner shall be required to provide adequate

parking for each vehicle owned or maintained by the lot owner. No overnight parking for more than three (3) days at a time shall be permitted on the subdivision streets.

15. **CONSTRUCTION.** Lot owners shall be responsible for any damage they or their contractors, suppliers, builders, etc. do to the streets, utility and drainage improvements including , but not limited to drainage pipes and headwalls, paving, street markers, and power and telephone cables. Lot owners, builders, etc. shall be required to store building materials on their lot as opposed to using the street for storage.

16. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and to either restrain violation or to recover damages. These covenants shall in no way waive any of the requirements of Stanly County, City of Locust, or any other governmental entity having jurisdiction over the location of this area.

17. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

18. **TERMS AND AMENDMENT.** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots

106

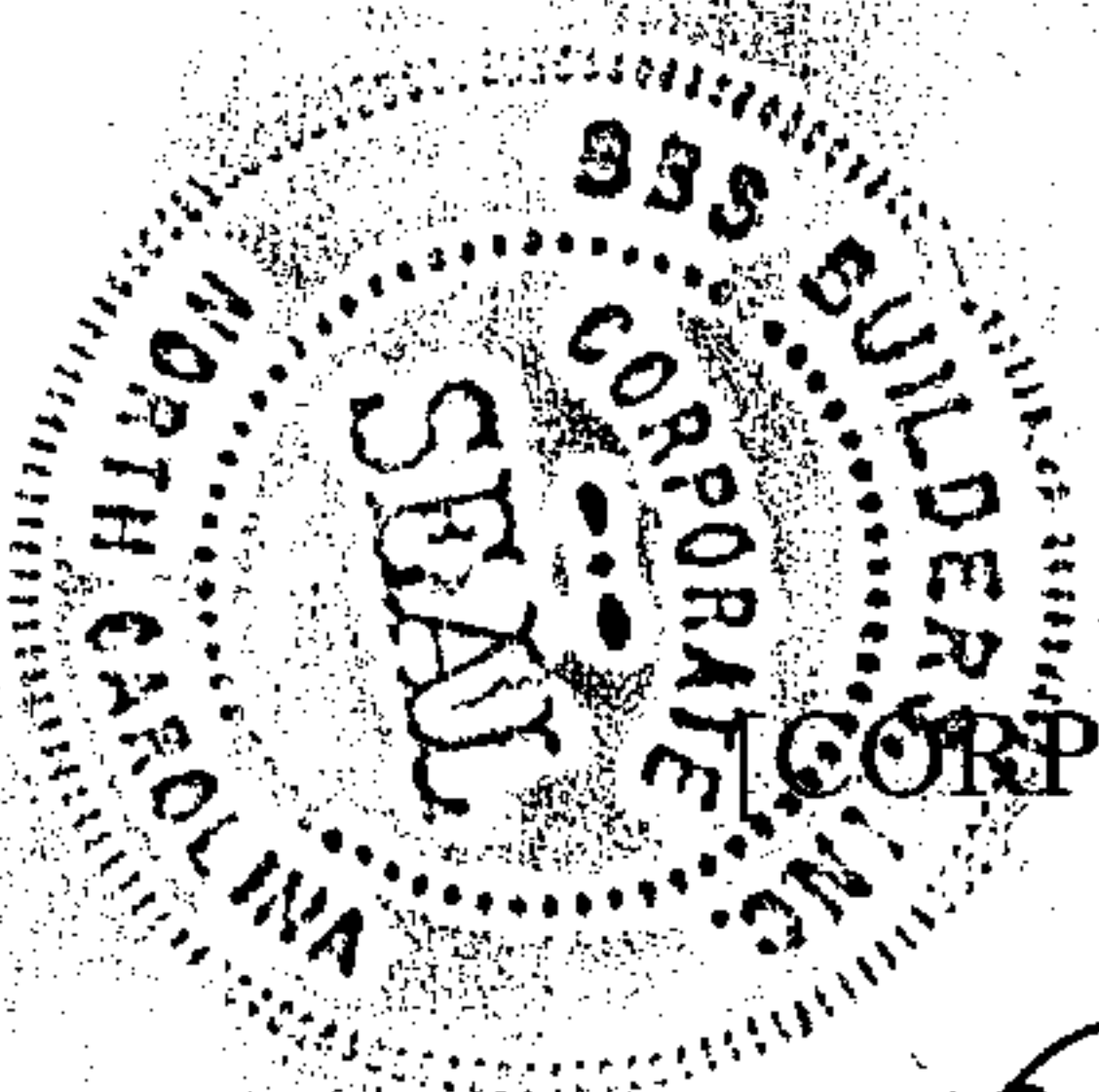
has been recorded, agreeing to change said covenants in whole or in part. These covenants may be amended during the first twenty-five-year period by an instrument signed by the owners of not less than eighty (80%) percent of the lots.

IN TESTIMONY WHEREOF, BBS BUILDERS, INC. has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

This the 30<sup>th</sup> day of June, 2004.

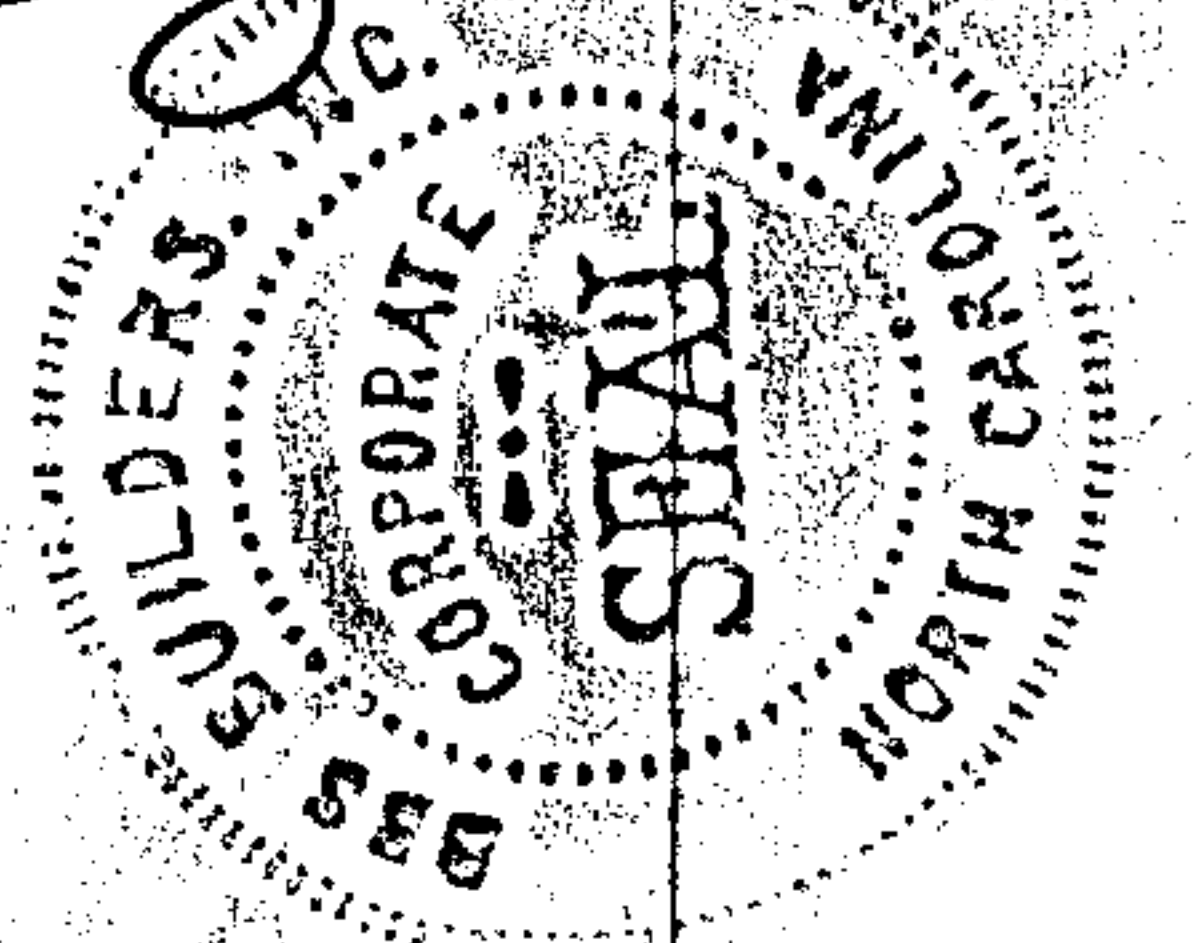
BBS BUILDERS, INC.

By: Michelle R. Soats (SEAL)  
VICE - PRESIDENT



CORPORATE SEAL]

Monty R. Soats  
SECRETARY



NORTH CAROLINA,  
STANLY COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Monty R. Soats personally came before me this day and acknowledged that he is the \_\_\_\_\_ Secretary of BBS BUILDERS, INC., a North Carolina

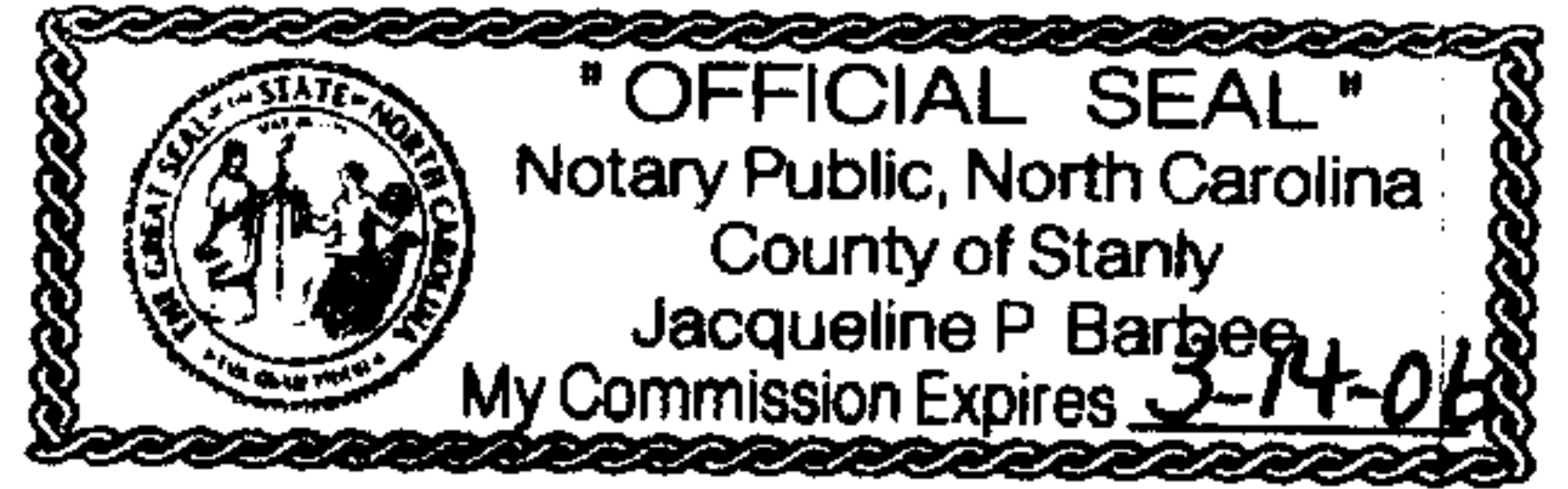
107

Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by Monty as its \_\_\_\_\_ Secretary.

Witness my hand and official seal, this 30<sup>th</sup> day of June, 2004.

Jacqueline P. Barbee  
Notary Public

My Commission Expires: 3-14-06



NORTH CAROLINA,  
STANLY COUNTY.

The foregoing certificate of Jacqueline P. Barbee is certified to be correct. This instrument was presented for registration and duly recorded in the Office of the Register of Deeds for Stanly County, North Carolina in Record Book 1014 at Page 100.

This the 5<sup>th</sup> day of August, 2004, at 1:44 o'clock, P.M.

Cecilia Almond  
Register of Deeds

By: Sharon E. Henry  
Deputy Register of Deeds