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 Nash County North Carolina
 Sandra D. Davis Register of Deeds
 BK 3289 pg 466-474

466

AMENDED
 RESTRICTIVE COVENANTS

NORTH CAROLINA
 NASH COUNTY

WITNESSETH:

THAT WHEREAS, Aaron Ashley Creech (hereinafter referred to as “Declarant”), is the owner and developer of the lands hereinafter described, and desires to declare and place the restrictions hereinafter described upon the development, improvement, and use thereof.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, does hereby covenant and agree with all persons, firms, and corporations who or which may acquire any interest in or title to any of the property hereinafter described, as an inducement to said property, that the property and each and every lot described below are hereby made subject to the following Restrictive Covenants as to the development, improvement, and use thereof, by whomsoever owned. The real property to which these Restrictive Covenants shall be applicable being described as follows:

Lots 1-6- as shown on plat of survey entitled “Recombination and Major Subdivision for Ashley Creech”, Drywells Township, Nash County, North Carolina by Williams-Pearce and Assoc. dated November 19, 2021 and being recorded in Book 43, Page 358, Nash County Registry.

ARTICLE I

Real Property: The real property hereinabove described is subject to the protective covenants and restrictions hereby declared to ensure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

Architectural Committee. An Architectural Committee shall be composed of one (1) person designated and appointed by the Declarant or such person, firm, or corporation to whom the Declarant has expressly assigned this right. The initial Architectural Committee shall be comprised of Aaron Ashley Creech when Lot 1-6 have been sold or the North Carolina Department of Transportation has added the subdivision roads to the state maintenance system, the initial Architectural Committee shall dissolve, and the original members of said initial Committee will have no further duties or responsibilities as a member of the Architectural Committee. Once the initial Architectural Committee is dissolved, the owners of the lots in the subdivision may, by a majority vote, form a permanent Architectural Committee, to be comprised of three (3) homeowners, all whom must reside on Lot 1-7. The permanent Architectural Committee shall be granted the rights and responsibilities given to the initial Architectural Committee. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarant or its successors and the Architectural Committee.

ARTICLE III

Land Use and Building Type. Except as provided herein, no lot shall be used except for single-family residential purposes, except the Declarant or its designees may maintain a temporary business office and a model home on a lot. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not exceed three (3) stories in height; and if attached private garage for not less than two (2) cars, but not more than three (3) cars; and (with the approval of the Architectural Committee and in compliance with Nash County regulations) an accessory building or structure for storage or other appropriate residential uses, not in excess of three hundred twenty (320) square feet in area. Nothing in this document shall be deemed to prohibit the conversion of a lot to the street. It shall be required that construction of a residence on a lot must be completed within 12 months from the date that construction or clearing of lot begins.

ARTICLE IV

Building Design. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plat showing the location of every such building have been approved by the Architectural Committee, in writing, as to conformity and harmony of external design with existing structures in the subdivision including, without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation. In the event the Committee fails to approve or disapprove the design or location within thirty (30) days after the plans and specifications

have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required., and this covenant will be deemed to have been fully complied with. Members of the Committee shall not be entitled to any compensation for service performed pursuant to this covenant. Brick and block foundations with a brick exterior shall be permitted. Block foundations with a stone or stucco exterior shall be permitted. Manufactured and modular housing is prohibited on all lots. With Architectural Committee approval, a detached storage building may be built off site and transported to the lot, however, said storage or accessory building must have the same exterior siding as the residence on that lot. All single-family residences shall be "stick built" on site, except that panelized walls, roof trusses and pre-engineered floor joists are permissible with Architectural Committee approval. All structures shall have a twelve inch over hang. Each residence must have a concrete driveway and concrete walkway. No structure with exterior of concrete blocks, asbestos or asphalt siding. No structure with exterior of concrete blocks, asbestos or asphalt siding.

ARTICLE V

Dwelling Size. The living area of the main residential structure, exclusive of porches, garages, and basements, shall not be less than one thousand four hundred (1,400) square feet for a one-story residential structure nor less than one thousand eight hundred (1,800) square feet for a two story residential structure, with a ten (10) percent variance. All structures that have an attached garage that shall provide space for no less than two (2) and no more than three (3) cars. No more than one (1) dwelling shall be built on any lot or building site.

ARTICLE VI

Building Location. All building locations must have Architectural Committee approval and must meet minimum Nash County setback requirements. Detached accessory buildings and detached garages must have their location approved by the Architectural Committee. Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the location of a building, regardless of the fact that such building meets minimum Nash County setback requirements.

ARTICLE VII

Lot Area and Width. All lots as shown on the recorded map hereinabove referred to are hereby approved. Adjustments may be made, however, in the line between any two (2) lots so long as the area of any lot is not reduced by more than ten (10%) percent and so

long as all other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side line clearances from old lot lines shall no longer be required. No recombination of lots may be made in a manner which results in any increase in the number of lots above those existing when these covenants became effective.

ARTICLE VIII

Easements. Easements for installation and maintenance of utilities, drainage facilities, flags and signs and landscape easements are reserved as shown on the recorded plat. Within the utility and drainage easements, no structures, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, change the direction of flow of drainage channels in the easement, or obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE IX

Business, Manufacturing, Commercial, and Professional Uses Prohibited; Nuisances Prohibited. Except as hereinafter provided, no part of said property shall be used for business, manufacturing, commercial, or professional purposes. All in-house businesses must be approved, in writing, by the Architectural Committee, with a written proposal being submitted by the lot owner to the Architectural Committee prior to approval. Upon such approval by the Architectural Committee, in-house businesses may be conducted so long as:

- a) The business is conducted by the homeowners or occupants of the house.
- b) Vehicular traffic associated with said business must be kept to a minimum, as determined solely by the Architectural Committee.
- c) Examples of in-house businesses are general contractors, real estate agents, architects, and other such similar professionals. In-house daycare is prohibited. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Except as herein above provided, no signs or billboards shall be erected or maintained on the premises other than temporary "For Sale" signs. No trade materials or inventories may be stored or regularly parked on the premises.

ARTICLE X

Temporary Structures; Satellite Dishes. No exterior structure, except a private garage for not less than one (1) car, but not more than three (3) cars, and an accessory building or structure as authorized by the provisions of Article III shall be erected or placed on any lot covered by these covenants. No detached garage or other structure shall at any time be used for human habitation, wither temporarily or permanently. Satellite dishes shall be allowed on the premises only in locations approved by the Architectural Committee, in writing, with type and style being submitted by the lot owner to the Architectural Committee prior to approval. Large satellite dishes and communication towers will not be permitted.

ARTICLE XI

Truck; Boats; Trailers. No unlicensed vehicles or trailers shall be parked or kept on any lot or street in the subdivision. Street parking is prohibited in said subdivision. The operation of motor bikes and all-terrain vehicles shall be prohibited both on the streets of the subdivision and on the individual lots comprising said subdivision. No junked or wrecked vehicles on lot; no trucks larger than one (1) ton.

ARTICLE XII

Garbage Containers. Garbage containers shall be kept in the back yard and shall not be visible from the street or an adjacent lot.

ARTICLE XIII

Fences. Fences may be maintained on portions of the lots only with the written consent of the Architectural Committee as to location, material, and height, and the decision of such Committee to approve or reject a fence shall be conclusive. The Architectural Committee reserves the right to have a uniform fence requirement for all lots. No fence may extend forward beyond midpoint of side of any dwelling.

ARTICLE XIV

Animals. Except as provided herein, no animals of any kind, other than dogs, cats and birds shall be kept or maintained on any part of said subdivision. No more than two

(2) house pets shall be allowed, and all dogs kept outside must be kept within a fence which is approved pursuant to Article XIII. All lot owners must abide by Nash County Leash Laws.

ARTICLE XV

Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date on which the Declaration is filed for registration in the Registry of Nash County, after which period said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part; provided, however, that any such instrument must be recorded within a six (6) month period preceding the end of the twenty-five (25) year period or a ten (10) year extension period.

ARTICLE XVI

Underground Utilities. All public service or other utilities requiring wiring, pipes, or other instrumentalities of conveyance will be placed underground where practicable. The Declarant reserves the right to subject the real property in this subdivision to a contract with Duke Energy for the installation of underground electric cables, which may require an initial contribution, and/or the installation of street lighting and sign lighting, which will require a continuing monthly payment to Duke Energy by each residential customer.

ARTICLE XVII

Gas and Oil Tanks. Whenever any homeowner desires to use any fuel which necessitates the location of any tanks on the lot, all tanks shall be buried or hidden by attractive structures, the construction of said structures to be in accordance with specifications approved by the Architectural Committee.

ARTICLE XVIII

Road Maintenance Certification. There are certain rights-of-way and streets in said Subdivision as shown on map recorded in Map Book, Nash County Registry.

ARTICLE XIX

Appearance. Each owner shall keep his building site free of tall grass and weeds, undergrowth, dead trees, trash, and rubbish, and the property shall be maintained so as to

present a pleasing appearance. If, in the opinion of the Architectural Committee, an owner is not properly maintaining his building as provided, the Declarant may have the required work done, and the costs thus incurred shall be paid by the owner, with enforcement pursuant to Article XX. Each owner shall also be responsible for maintaining and mowing all unpaved areas in front of that owner's lot that might be within the right-of-way of the streets within said subdivision. The drying of clothes in public view is prohibited. NO above ground swimming pools shall be permitted on any lot at any time without Architectural Committee Approval

ARTICLE XX

Enforcement. Enforcement shall be the responsibility of the homeowners of the subdivision, but the Declarant and the Architectural Committee shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court incurred in enforcing or defending matters related to these covenants.

ARTICLE XXI

Severability. Invalidation of any one (1) of these covenants or any part thereof by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the Declarant, Aaron Ashley Creech has caused this instrument to be executed the day and year first above written by affixing its name and seal thereto.

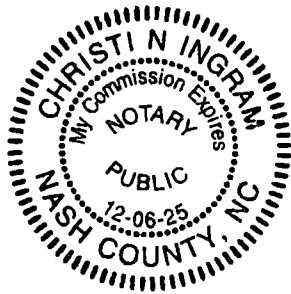
Aaron Ashley Creech (SEAL)
Aaron Ashley Creech

STATE OF North Carolina

COUNTY OF NASH

I, Christi N. Ingram, a Notary Public, do hereby certify that **Aaron Ashley Creech** ("Signatory") personally appeared before me this day, and acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein, and do hereby further certify that I have seen satisfactory evidence of the identities of the Signatories in the form of respective current state driver's licenses with their respective photographs shown thereon.

Witness my hand and official seal or stamp, this 13 day of June, 2023.



Christi N. Ingram
Notary Public

My Commission Expires: 12-06-2025

Stan Hall (SEAL)
Stan Hall

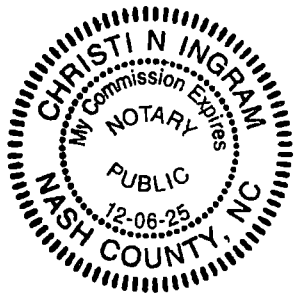
Brenda Hall (SEAL)
Brenda Hall

STATE OF North Carolina

COUNTY OF NASH

I, Christi N. Ingram, a Notary Public, do hereby certify that **Stan Hall and Brenda Hall** ("Signatory") personally appeared before me this day, and acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein, and do hereby further certify that I have seen satisfactory evidence of the identities of the Signatories in the form of respective current state driver's licenses with their respective photographs shown thereon.

Witness my hand and official seal or stamp, this 13 day of June, 2023.



Christi N. Ingram
Notary Public

My Commission Expires: 12-06-2025

N/S 25.00
26.00