

NORTH CAROLINA
RICHMOND COUNTY

RESTRICTIVE COVENANTS OF
DIVISION OF PROPERTY FOR
BOBBY JAMES IN PLAT SLIDE 819-G

KNOW ALL MEN BY THESE PRESENTS that Timothy James is the owner and developer of all the lots in as shown on the plat of survey thereof as recorded in the office of the Register of Deeds for Richmond County at Plat Slide 819-G, does hereby impose on each and every lot as shown thereon restrictions to their use which will run with the land and which will be binding upon and enforceable by and against all purchasers of lots in said development from the date of recording of this instrument forward. Said restrictions are as follows:

1. All lots shall be known as single family residential lots, and shall be used for residential purposes only.

2. Lots are restricted to modular and site built homes. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling, a private garage for not more than two cars, and other outbuildings incidental to the residential use and enjoyment of the lot. All accessory buildings are to be compatible with the existing architecture.

3. Modular homes and site-built homes shall have no less than one thousand fifty (1,050) square feet, exclusive of porches, carports or decks. Multi-story residences constructed or placed on the lot shall contain at least 700 square feet on ground level. All modular homes and site-built homes shall be under skirted with continuous masonry.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

5. All residences shall be properly connected to a water system approved by Richmond County Health Department.

6. No lot shall be re-subdivided without the written approval of all lot owners.

7. No dwelling shall be located on any lot nearer than 50' to the front lot line. No dwelling shall be located nearer than 15' to any side street line, and no dwelling shall be located nearer than 10 feet to any interior lot line, except that this provision shall not apply to a garage or other permitted accessory building located on the rear 1/3 of an interior lot.

8. No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs or the identification of the resident and signs advertising the property "For Rent" or "For Sale".

9. All garages or outbuildings to be erected on or to be placed on the lots must match the color scheme of the home itself.

10. Fences may be erected from a point even with the rear of the dwelling on any lot and extending around the rear portion of said lot. Any fence on the said rear portion of a lot may not be more than six (6) feet in height. Fences may be erected from a point even with the rear of the dwelling on any lot and extending to a point not nearer than 10 feet to the front lot line. These fences shall be not more than four (4) feet in height and shall be of any open construction so that vision may not be blocked.

11. No lot shall be used or maintained as a dumping ground for rubbish.

12. All lot owners shall be required to landscape their property with grass and not fewer than six (6) shrubs and/or trees within ninety (90) days of acquisition, whether it shall be occupied or not. Lot owners shall keep the lot mowed and weeds cut regularly including that area from the front lot line to the edge of the paved street, and kept clear of unsightly objects.

13. No inoperative vehicles or unlicensed motor vehicles may be kept on any lot, the purpose of this restriction being to prohibit any junk cars being located in the subdivision. All boats and travel or utility trailers shall be stored and placed in a garage, carport or on the rear of the lot. All clothes lines and playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens and sandboxes, toys, etc., shall be located in the rear yard of the home and not in the front yard, and must be kept in neat order.

14. No hogs, cattle, sheep, goats, horses, or other livestock shall be raised, bred, or kept on any lot. However, a maximum of two dogs or cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose; provided further that they are not kept in such numbers or of such a nature as to be or become a nuisance to the adjoining property owners or any residents of the subdivision. A maximum of 8 chickens may be kept in a cage on the premises. Dogs kept outdoors must not be tethered to a chain or rope but must be kept in a fenced kennel with an appropriate house to protect it from the weather.

15. No noxious or offensive trade or activity shall be carried on upon any lot or part of any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories may be stored upon the premises, and no inoperable automobiles may be stored or regularly parked on the premises. No business activity

or trade of any kind whatsoever, shall be carried on upon any lot.

16. These covenants are to run with the lands and shall be binding on all parties and on all persons claiming under them for a period of twenty years from the date that these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the owners of the lots it is agreed to change the said covenants in whole or in part. Prior to the end of the initial twenty year period, these restrictions may be amended by the consent of the owners of not less than sixty percent, in area, of said lots.

17. If the parties hereto or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property covered by these restrictions and covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

19. The failure by any land owner to enforce any covenants, agreements, easements, restrictions, conditions or charges herein contained, shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior or subsequent thereto.