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FOR REGISTRATION REGISTER OF DEE
JUDY O. MARTIN
MOORE COUNTY, NC
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INSTRUMENT # 2003017429

Instrument prepared by Robert N Page, III Attorney

STATE OF NORTH CAROLINA, COUNTY OF MOORE.

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and entered into this 30th day of May, 2003, by JESSE E GORE of Aberdeen, NC, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the owner of a certain tract or parcel of land situated in Sandhills Township, Moore County, North Carolina, a portion of which parcel has been subdivided into lots which are more particularly shown on that certain plat entitled "JESSE GORE SUBDIVISION PHASE TWO", dated December 13-20, 2002 and revised April 7, 2003 and June 17, 2003 prepared by American Surveying and Mapping and being recorded in Plat Cabinet 10, Slide 701, Moore County Registry, to which map and its recordation reference is hereby made for a more complete, accurate and particular description of said property, and the Declarant does now desire to subject the said lots to those certain protective covenants hereinafter set forth, and

WHEREAS, the lots shown and designated on the plat herein above referred to are made subject to the restrictions and covenants hereby declared for the purpose of insuring the best use and most appropriate development and improvement of the subdivision, and to protect the owners of the 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 lots to guard against poorly designed and unsuitable materials, to obtain harmonious color schemes, to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on said lots, to secure and maintain proper setbacks from streets, and adequate free spaces between structures, to provide for a Homeowners' Association that shall be responsible for the repair and maintenance of all common areas and amenities thereon, and in general to provide adequately for a high type and quality of improvement of said property, and thereby to enhance the value of investments made by purchasers of lots therein,

WHEREAS, future phases of the Gore Subdivision shall be made subject to these same restrictions and covenants,

NOW, THEREFORE, the Declarant hereby declares that lots numbered 27 through and including 35, as shown and designated on the aforesaid plat, shall be single-family residential lots only and shall be held, transferred, sold, and conveyed subject to the following protective covenants

- 1 The lay of the lots as shown on the recorded plat shall be adhered to and no lot or group of lots shall be subdivided so as to produce a greater number of smaller lots. However, lots or portions of lots producing a lot in greater size than the average lot of the subdivision may be combined into a single curtilage and home site for the erection of a residential structure, and the restrictions hereinafter set out as to setbacks shall apply to the outside boundary lines of the combined curtilage. As to any lot or lots that has not been sold by Developer, Developer reserves the right to re-subdivide any such properties, of course any such sub-dividing will have to be in accord with the zoning ordinances in effect at such time**
- 2 No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one main dwelling and one detached garage. The detached structure may not be used for residential purposes. No duplex house or multi-family apartments may be constructed or used on said premises. No structure can be rented separate from the main dwelling. The dwellings constructed on any lot in this subdivision shall be single family residential dwellings only, and no multi-family groups may reside in or occupy any single family residence located on any lots in this subdivision**
- 3. No building, tool shed, chain link fence or any fencing of any type may be erected or placed on any lot of said development without appropriate approvals from the Town of Pinebluff. Additional lighting requiring installation of power poles may not be erected without appropriate approvals from the Town of Pinebluff**
- 4 All areas indicated as streets and easements on said plat are hereby dedicated to public use of such use forever. The developer will maintain the streets until such time as they are accepted by the Town. This dedication does not include any areas designated as open space or for use as mini-parks**
- 5 The Declarant reserves the right to subject the property hereinabove described to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each lot in this subdivision**
- 6 There is reserved herein an easement for drainage and utility purposes on each lot as follows: ten feet on front and rear, 7.5 feet on interior sidelines and 10 feet on exterior (or corner) sidelines**
- 7 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 billboards or signs shall be erected or maintained on the premises. No business activity of any kind**

whatsoever, which shall include, but not limited to, the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a boarding house, antique shop or gift shop, shall be carried on upon any lot.

8 No automobile or other motor vehicles may be dismantled unless housed in an approved structure No mechanically defective or currently unlicensed motor vehicle shall be stored, placed, or allowed to remain for more than ten (10) days No junked motor vehicles shall be placed, stored, or allowed to remain on any lot within this subdivision outside of approved structure

9. Any trailer, boat, and/or playground equipment, shall be parked or placed in the rear of any lot, however the same shall be kept and placed so as to be unseen from the street or road in front of the dwelling house, the residence No trailer, boat, motorized home, recreational vehicle, or the like, shall be occupied for any length of time for any purpose Any motorized home or recreational vehicle may not be stored on any lot unless garaged Motor homes and recreational vehicles, not garaged, may not remain on any lot for more than three (3) days

10 No animals or poultry of any kind, other than normal household pets, shall be kept or maintained on any lot in this subdivision No animals or pets that are otherwise allowed to be kept or maintained on any lot in this subdivision shall be allowed to run free or unrestrained, and the owners of any such animal or pet shall be responsible to any damaged party for damages or losses caused or resulting from any animal or pet owner allowing its animal or pet to run free and unrestrained within the subdivision

11 The interpretation and decisions that may be necessary in connection with Jesse Gore Subdivision Phase Two, shall be made by and through the Architectural Control Committee which shall be appointed by the Developer (Declarant), Jesse E Gore, or his designee If there be no Architectural Control Committee thusly named and appointed for a period of ninety (90) days, any vacancy or vacancies not filled within said time in the manner afore indicated, shall be named and appointed by a majority vote of the lot owners with each lot entitled to cast one (1) vote No building or construction of any kind whatsoever shall be put, placed or built upon any lot until the plans for the same be approved by the Architectural Control Committee in writing Plans submitted to the Committee which remain un-responded to in writing from the Committee for ninety (90) days after receipt by the Committee of said plans shall be deemed to be approved All foundations shall be brick unless this provision is waived in writing by the Architectural Committee. To say again, all foundations of all dwellings shall be brick unless this provision for brick foundations is waived in writing If plans are submitted wherein there will not be a brick foundation, this fact must be called to the attention of the Architectural Committee along with a written request for a written waiver of this provision for brick foundations

12 Every owner of a lot which is subject to these Covenants shall be a member of The Pinebluff Sandpit Homeowners' Association Membership shall be appurtenant to and may not be separated from ownership of any lot Such membership is not intended to apply to those persons or entities holding an interest in any tract merely as security for the performance of an obligation to pay money, e g , mortgages or deeds of trust, however, if such secured party should realize upon his security and become the fee owner of a tract, it and its assigns will be subject to all of the requirements and limitations imposed in these covenants on owners of tracts within Jesse Gore

first day of the month following the conveyance of the lot to a person other than the Declarant. Contributions shall be due and payable in a manner and on a schedule as the Board of Directors of The Pinebluff Sandpit Homeowners' Association may provide. The first annual contribution shall be adjusted according to the number of days remaining in the fiscal year at the time contributions commence as per this section. Contributions must be fixed at a uniform rate for all lots.

14 Any contribution not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Pinebluff Sandpit Homeowners' Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the contributions provided herein by non-use of his lot.

15 The lien of the contributions provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lots shall not affect the assessment lien, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any contributions thereafter becoming due or from the lien thereof.

16 No modular home(s) shall be allowed on any lot. All homes shall be "stick-built" on the site, on the lot.

The foregoing protective covenants shall be deemed and considered as covenants running with each and all of the lots hereinabove referred to, and the same are imposed upon each lot for the equal benefit of the Declarant, his heirs and assigns, and all lot owners, their heirs and assigns, and all of the said protective covenants may be enforced either by the Declarant, his heirs or assigns, or the owner of any lot in said subdivision.

Invalidation of any one or more of the foregoing protective covenants by judgment, court order, or by law, shall in no wise affect any of the remaining protective covenants, all of which shall remain in full force and effect. **AT ALL TIMES HENCEFORTH, THESE COVENANTS SHALL BE SUBORDINATE TO THE TOWN CODE AND UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF PINEBLUFF**

These covenants shall be binding on all parties and all persons claiming under them until December 31, 2030 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by two thirds majority vote of all lot owners. In no event however shall these covenants continue beyond December 31, 2040.

If these covenants shall be violated or attempted to be violated by any lot owner (or person or persons), it shall be lawful for any person or persons owning lots in said subdivision to prosecute any proceedings at law or in equity against the lot owner (or person or persons) violating or attempting to violate any such covenant, and either to prevent said person or persons from so doing or to recover damages or other costs for such violation.

Subdivision Phase Two, including those provisions with respect to payment of annual assessments. Once the Homeowners' Association commences active operations (which is contemplated to be at or near the time the final phase of the Gore Subdivision receives final plat approval), the Homeowners' Association shall establish a Board of Director's which shall be responsible for the Administration of these Covenants, including those set forth in Paragraph II above

13 The administration of the entrance signs, landscaping and common areas (including mini-parks and open space once those areas are created in future phases of the Gore Subdivision) including maintenance, repair, and up keep, shall be the responsibility of The Pinebluff Sandpit Homeowners' Association after the Declarant makes the initial construction and/or improvements thereto, and has received final plat approval for the final phase of the Gore Subdivision. Until such time, Declarant shall be responsible for all signs, landscaping and common areas. The Declarant shall require all future purchasers/owners in additional phases to be members of the Pinebluff Sandpit Homeowners' Association and shall cause appropriate amendments to this Declaration of Protective Covenants to be properly recorded binding said owners to all of the requirements set forth herein. There are hereby created contributions for maintenance expenses as may from time to time specifically be authorized by the Board of Directors of The Pinebluff Sandpit Homeowners' Association, to be commenced at the time and in the manner set forth in this article. Each owner, by acceptance of a deed or a recorded contract of sale for any portion of the properties, is deemed to covenant and agree to pay these contributions. The contributions, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such contribution is made. Each such contribution, 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 at the time when the assessment fell due. The personal obligation for delinquent contributions shall not pass to his successors in title unless expressly assumed by them. The contributions levied by the association shall be used exclusively for improvement, repair and maintenance of the signs, common area landscaping and commons areas, including mini-parks and open space and other common area easements located on each lot for the benefit of the property owners as a whole.

It shall be the duty of the Board of Directors of The Pinebluff Sandpit Homeowners' Association, at least sixty (60) days before the beginning of each fiscal year beginning in the fiscal year following final plat approval for the last phase, to prepare a budget covering the estimated expenses of the association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with the budget separately prepared as provided herein. The base contribution to be levied against each lot for the coming year shall be set at a level which is reasonably expected to produce total income to the association equal to the total budgeted common expenses, including reserves. In determining the level of contributions, the Board, at its discretion, may consider other sources of funds available to the association. In addition, the Board shall take into account the number of lots subject to contribution on the first day of the fiscal year for which the budget is prepared and the number of lots reasonably anticipated to become subject to contribution during the fiscal year. In no event shall the maximum annual contribution be increased each year by more than five percent (5%) above the maximum contribution for the previous year, without a vote of the membership. The maximum annual contribution may be increased above five percent (5%) by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

The obligation to pay the contributions provided for herein shall commence as to each lot on the

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal as of the day and year first above written

Jesse E. Gore (Seal)
JESSE E. GORE

STATE OF NORTH CAROLINA, COUNTY OF MOORE.

I, a Notary Public in and for said County and State do hereby certify that JESSE E GORE, the Declarant, personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants

Witness my hand and official seal or stamp this 30th day of July, 2003

Crystal M. Cole
Notary Public

My commission expires: 10/05/07

