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 WAYNE COUNTY, NC  
 LOIS J MOORING REGISTER OF DEEDS

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RETURN

Prepared By/Return To: Hewett &amp; Wood, P.A., P.O. Box 369, Selma, N.C. 27576

NORTH CAROLINA  
 WAYNE COUNTY

**RESTRICTIVE AND PROTECTIVE COVENANTS  
 DOBBS COUNTY ESTATES, SECTION ELEVEN  
 NEW HOPE TOWNSHIP**

**KNOW ALL MEN BY THESE PRESENTS:**

**GRACE G. JONES**, (hereinafter DECLARANT) being the owner and developer of all of the property herein conveyed in New Hope Township, Wayne County, North Carolina, and being part of the land referenced at the Wayne County Clerk of Court as 87 E 625, does declare that said area so known as "**DOBBS COUNTY ESTATES, SECTION ELEVEN**" shall be subject to the following restrictions and limitations as to the use thereof, running with said properties by whomsoever owned, until the first day of June, 2037, after which time said covenants and limitations shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the land restricted under the name of "**DOBBS COUNTY ESTATES**" shall sign and record an agreement to change said covenants in whole or in part. The covenants, conditions, reservations and restrictions are as follows. The property affected by these covenants is recorded in **Plat Cabinet O, Slide 29 B** of the Wayne County Registry and is an additional phase of the existing subdivision and revises a portion of Section Eight as set forth on the recorded plat referred to herein:

**1. RESIDENTIAL USE.** Each and every lot is for single family residential purposes only not exceeding two stories and an attic.

**2. DWELLING QUALITY AND SIZE.** The minimum space requirements for residences to be constructed on each lot, exclusive of garages, carports, porches, attics and basements shall be 1200 heated square feet. Each lot shall contain sufficient off-street paved parking for at least two automobiles. No automobiles shall be parked on any public street abutting any of the lots. Driveway bulkheads shall be no higher than one foot higher than the center of the road or street. Driveway tile must be at least 20 feet wide and the actual driveway must be at least 10 feet wide.

### **3. BUILDING LOCATION.**

(A) No building shall be located on any lot nearer to the front line than 30 feet. In the case of corner lots, the side of the dwelling may be no closer than 25 feet to the side lot line when the front is at least 30 feet from front lot line.

(B) No building shall be located nearer than 10 feet to a side line.

(C) For the purposes of these covenants, eaves, steps, carports and open porches shall not be considered as a part of a building, provided however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or any easement shown on the subdivision map.

**4. LOT AREA AND WIDTH.** No lot shall be subdivided unless it is for the sole purpose of enlarging the properties of adjoining owners where a vacant lot lies between them or consolidate two adjoining lots for purposes of constructing a dwelling unit thereon.

**5. TEMPORARY STRUCTURES.** No trailer, mobile home, modular home or manufactured housing, tent, shack, barn or other buildings shall be erected or placed on any lot covered by these covenants, either permanently or temporarily except small outbuildings for the storage of garden and yard implements, a child's playhouse and/or a doghouse which is considerately placed so as to be of minimum concern to adjoining property owners. All temporary structures must be constructed of the same or like-kind material's and colors as the primary residence. Boats and other recreational vehicles shall be parked at the rear of the dwelling house or in the garage.

**6. LIVESTOCK AND POULTRY.** No animals of any kind other than a reasonable number of household pets which shall not exceed three (3) shall be kept and maintained on any part of the said property. However, if a female dog or cat has a litter; owner shall be permitted six months from their birth to comply with this section. No Doberman, Pit-bull breeds, or any other such dogs which exhibit a vicious propensity shall be allowed. All dogs must be restrained by a leash when outside the home or the fenced area of the residence. Non-domestic animals are not allowed which includes swine, chickens, horses, goats, cows, and sheep. Owner must control noise and remove all waste of any kind resulting from keeping animals on the primary residence or on any common area of the subdivision.

**7. DEVELOPERS.** Developer hereby reserve unto themselves, their successors and assigns an easement which may at any time in the future grant to others over, beneath and across the lots and streets of the subdivision for the purposes of rights of way for gas lines, water lines, sewer pipes, telephones and/or electric lines, wires, cables and all equipment necessary for installation, use and maintenance of utilities, including gas, water, electricity, telephone, sewage and drainage. All utilities shall be underground.

**8. SIGNS.** No sign of any kind shall be displayed to the public view on any lot other than a "For Sale" or "For Rent" sign which shall be no larger than six square feet.

**9. GARBAGE AND REFUSE DISPOSAL.** The disposal of sewage and all waste matter which includes garbage and rubbish shall be in compliance with regulations of the State Board of Health of North Carolina and the Board of Health of Wayne County, and all other government authorities which might have jurisdiction thereover. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept in sanitary containers. Each lot owner shall maintain his buildings and improvements; landscaping and grounds, in a safe and orderly condition.

**10. NUISANCES.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No tractor trailers shall be parked on any lot or upon the streets of the subdivision. While an owner may lease the entire dwelling unit, no portion of any dwelling unit shall be leased nor shall any other building located on the site be leased.

**11. UTILITY CONTRACTS.** The developers reserve the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to the electric utility company by the owner of each building.

**12. SATELLITE DISHES.** These shall be allowed only within twenty-five feet of the rear of each lot. All satellite dishes are subject to architectural review.

**13. FENCES.** No fence shall be allowed to remain on any lot between the front of the dwelling and the street on which the dwelling house fronts. The location, height and materials of all fences and walls must be approved by the Architectural Control Committee prior to installation and shall be erected on or within 5 feet of the property line.

**14. COVENANTS FOR ARCHITECTURAL CONTROL.**

(A) No dwelling house, building, fence, mailbox, pool, tennis court or structure of any nature whatsoever shall be erected on any Lot except in accordance with the plans and specifications of the exterior construction thereof approved in writing by the Architectural Control Committee.

(B) The Architectural Control Committee shall be the Developer or her designee.

(C) Prior to the commencement of construction, renovation or maintenance of any dwelling house, building or structure of any nature on any lot, the Owner shall submit for approval plans and specifications describing the proposed construction, renovation or maintenance, and any plans showing the location thereof, to the Architectural Control Committee. The approval of the Architectural Control Committee shall relate (i) to the quality and types of material, (ii) to

harmony of exterior design and finish with existing or proposed structures, (iii) to general aesthetic considerations and (iv) as to location, topography and finish grade elevation. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications submitted under this declaration, in writing, within thirty (30) days after such plans and specifications have been submitted to the Architectural Control Committee, approval shall be conclusively presumed to have been given. Once given, the approval of the Architectural Control Committee shall be effective for a period of two (2) years after the date of the approval. The completion and occupancy of the dwelling house without prior commencement of action by other Owners or the Architectural Control Committee shall be conclusive proof that the plans of the dwelling house have been approved, and no person may thereafter complain of lack of compliance with this paragraph.

(D) For ten (10) years from date or until Declarant no longer owns any lots within the subdivision, Declarant shall appoint within its sole discretion the Architectural Control Committee. Thereafter, if any homeowners believe an Architectural Control Committee should be appointed or the members changed, any record owner of any lot within the property shall have the right to call the first meeting of the homeowners by sending registered or certified mail, return receipt requested, written notice of a proposed meeting of the election of an Architectural Control Committee, and the time and place of meeting (said meeting to take place no less than thirty (30) days following the mailing of such notice to all record owners at their last known address disclosed by the Wayne County Tax Listings).

(E) At the record owners meeting, each record owner shall have one vote for such lot owned. But, in no event shall any lot or any subdivision thereof have more than one vote, regardless of the number of record owners. A majority of the votes cast, in person or by signed proxy at a record owners meeting, is required for the election of three members to constitute the Committee. Two thirds (2/3) of the owners must appear in person or by proxy for a meeting to be valid. Further, at such meeting, the record owners by a majority of the votes cast in person or by signed proxy shall select a chairperson to manage the Committee. Thereafter any member of the Committee may call a meeting by following the notice procedure in the preceding paragraph once per year.

**15. APPEARANCE.** Each owner shall keep his building site free from tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so to present a pleasing appearance within the subdivision. In order to implement effective insect, reptile and woods fire control, the owners reserve for themselves and their agents the right to enter upon any residential lot on which a residence has not been constructed, such entry to be made by personnel with tractors or other suitable devices, for the purpose of moving, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth. Such entrance for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth shall not be construed as a trespass, The provisions in this paragraph shall not be construed as an obligation

on the part of the owners or their agents to mow, clear, cut or prune any lot or to provide garbage or trash removal services.

At the option of the Declarant, silt fences may be required to be erected during the period of construction of any structure to be located on any lot, to prevent erosion or other damage to adjoining lots. Construction and maintenance of same shall be borne by the lot owner. In the event an owner does not construct such a fence after being requested to do so by the Declarant, then Declarant (or its successors in interest), at its option, may have the fence erected, and the costs thus incurred shall be the responsibility of the lot owner. The costs of construction of such fence or fences, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

The owner of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of any paved or gravel street, and clear of any unsightly objects. Where lots border on or contain drainage, the owner of each said lot shall keep that area, including the slopes, mowed and maintained regularly. Washouts and erosion on the lots shall be properly tended to and corrected by the respective lot owners. Each lot owner shall be responsible for damage done to his lot by his family and other invitees.

**16. WAIVER AND CONSENT TO VIOLATIONS.** Declarant may waive any violation of these restrictions by an appropriate instrument recorded in the Wayne County Registry; provided, however, that if the violation occurs on any lot which abuts a lot previously conveyed to an owner in fee simple, the consent of such adjoining owner shall also be contained within the aforementioned instrument to be recorded in the Wayne County Registry.

**17. ASSIGNMENT BY DECLARANT.** Declarant shall have the right to assign its rights under this Declaration, in whole or in part, including the right to transfer the power of architectural control to a committee appointed by Declarant, to any person or entity by an express transfer of such rights.

**18. ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

**19. 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.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set her hand and seal the day and year hereinbelow written.

By: Grace G Jones BY AND THRU HER ATTORNEY IN FACT *Emmitt Hare* (Seal)  
Grace G. Jones, by and through her Attorney in fact Emmitt Hare

NORTH CAROLINA  
JOHNSTON COUNTY

I, a Notary Public of the County of Johnston and State of North Carolina, do hereby certify that Emmitt Hare, attorney-in-fact for Grace G. Jones, personally appeared before me this day and being by me duly sworn, says that he/she executed the foregoing and annexed instrument for and in behalf of the said Grace G. Jones, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County of Wayne, State of North Carolina on April 17, 2014 and duly recorded in Book 3083, page 763, of the Wayne County Registry, and that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney.

I do further certify that the said Emmitt Hare acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Grace G. Jones

Witness my hand and notarial seal/stamp, this 20 day of August 2015.

Myra Narron Jones  
Myra Narron Jones, Notary Public  
Notary's Printed Name

My commission expires: 12-5-2019

