

NORTH CAROLINA  
MOORE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

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KNOW ALL MEN BY THESE PRESENTS that JOE A CLINE and ROBERT H. CROUCH, RICHARD B. HALVERSTADT and wife, JOANN C. HALVERSTADT, owners of the property herein referred to, their heirs and assigns, hereinafter referred to as "The Developer", do hereby covenant and agree to and with all persons, firms, or corporations, who may become owners of the property hereinafter described or any part thereof lying and being in Mineral Springs Township, Moore County, North Carolina, more particularly described as follows:

*Clawson*  
*17 00 due*

BEING all of that property shown and delineated as "Exhibit A, Section 1" on that certain plat entitled "Survey For Joe Cline and Robert Crouch", dated September 24, 1985 and revised December 10, 1985 by Central Carolina Surveyors, P. A., which plat is recorded in Plat Cabinet 3, Slide 207, Moore County Registry and to which reference is made for a more particular description.

W I T N E S S E T H:

THAT said lots or parcels of land are hereby impressed with and subject to the following restrictions and conditions, which are hereby made covenants and restrictions running with said land by whomsoever owned or hereinafter acquired to wit:

1. RESIDENTIAL LOTS:

a. Said property shall be subdivided into residential building lots and known as "Stonesthrow". Said lots shall be used exclusively for residential purposes.

b. Not more than one single family dwelling may be erected or constructed on any one residential lot. No house trailers, mobile homes, campers, tents, canopies, metal buildings or similar structures shall be erected, moved to or placed upon said residential lot. All building exteriors must be completed within six months from the date the construction commences and must have no exposed block.

c. All one story residences shall have no less than 1800 square feet heated area exclusive of the porch area provided;

(a) That fifty per cent (50%) of the total square footage of screened-in porch area and/or enclosed garage not to exceed a maximum of 200 square feet credit shall be considered in computing the total square footage of heated area.

d. All two and three-story residences shall have no less than 1800 square feet heated area exclusive of porch area in its main level floor provided;

(a) That fifty per cent (50%) of the total square footage of screened-in porch area and/or enclosed garage not to exceed a maximum of 200 square feet credit shall be considered in computing the total square footage of heated area.

e. No single family dwelling shall consist of more than two stories, exclusive of any basement.

f. No porch or projection of any building shall extend nearer than 50 feet to any road rights of way, nor nearer than 30 feet to the property line of any abutting property owner, or side street line, nor within fifty (50) feet from the normal water elevations of any lake located within the property.

g. Plans and specifications must be submitted to the developers or their designated agent, for any structure or improvement to be erected on or moved upon or to any lot, the proposed location thereof on said lot or lots, the construction material to be used, the roof and exterior color schemes, as well as all remodeling, reconstruction, repainting, alteration, or additions thereto on any lot shall be subject to and shall require the approval of said developers, or their duly authorized agent before any such work is commenced. Developers, or their designated agent shall locate the building on the lot and shall have the authority to disapprove the location thereon for any reason even if desired location is within the restrictions herein set forth. Developers shall have the right to disapprove any plans, specifications, or details submitted to them in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said developers or when (1) The design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, (2) The plans and specifications submitted are incomplete or (3) Developers deem the plans, specifications or details or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property described hereto, or the owners thereof. The decisions of developers shall be final. Neither developer or their agents shall be responsible for structural deficiencies, or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

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h. No outside toilet shall be allowed on the premises except portable units to be used during the construction period. The location of the portable unit must be approved by developers or their assigned agent. Each residential dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirement of the Moore County Health Department or other governing legal authority. Each lot owner shall obtain approval from the appropriate legal authority prior to the installation of any sanitary system and shall further be bound by all orders or recommendations of such authority and/or authorities with regard to water supply to said lot, repair, alteration or replacement of the installed sanitary unit. No drain field shall be allowed nearer than one hundred (100) feet to the normal water elevation of any lake located within the property.

i. Only one single family dwelling shall be erected on any one lot.

j. Developer, expressly reserves to themselves, their successors or assigns, the right to re-plat any lot or lots in any section on the plat of any bulk land or subdivision prior to their sale in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot or lots so created.

k. All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residence and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

l. No trees, limbs, construction materials, or trash may be buried on the property.

m. No entrances may be used or constructed except those provided or approved by developer or their assigns.

n. Television Satellite Dishes or Radio/Short Wave Towers shall not be erected without written approval of developers, their successors or assigns. Plans must be submitted to developers in writing showing the location, size, color, and type of screening to be used.

2. MAINTENANCE FEES, LIMITATIONS OF SALE: Each grantee in accepting a deed for a lot or lots within the Stonestrow, Inc. Subdivision

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and/or executing a membership agreement agrees to and shall be a member of and be subject to the obligation and duly enacted bylaws and rules of Stonestrow, Inc. Maintenance Fund, and shall be subject to an annual dues in an amount determined by the Stonestrow, Inc. Board of Directors which he agrees to pay to Stonestrow, Inc. Maintenance Fund, its successors and assigns, annually, commencing on the date of such property owners deed, for the improvement, maintenance operation upkeep of the various areas reserved for the use of the property owners, as well as all private roads, lake basin and dam area, gates and perimeter fencing and liability and casualty insurance irrespective of whether the privileges of using such areas are exercised or not. Grantee, for himself, his heirs, executors and assigns further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from time of acquiring property covenant and agrees, as aforesaid to pay to Stonestrow, Inc. Maintenance Fund, its successors and assigns, all charges past and/or future as provided herein, and in strict accordance with, the terms and provisions hereof. Grantee further agrees that if any charges herein set forth are not paid within thirty (30) days, Stonestrow, Inc. Maintenance Fund, its successors and assigns, shall have the right to interest on said charges at the rate of eighteen per cent (18%) per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

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3. NUISANCES: No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No such pets shall be allowed off the property of its owner unless on a leash suitable for controlling and holding said pet, said leash being controlled and held by the owner or his designated agent. Further, said leash shall not exceed ten (10) feet in length. No habitually barking dogs shall be maintained on the property. No signs of any kind shall be displayed on any lot within the written permission of developers, their successors or assigns. All lots must be kept in a tidy manner as determined by developers, their successors or assigns. Failure to do so will result in maintenance of said lot by developers, or their successors or assigns, in which event a proper charge for the same will be assessed

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and collected as provided in Restriction Number 2 hercof.

4. BOAT DOCKS: No boat docks, floats or other structures extending into a lake shall be constructed or placed into or on any lake within Stonestrow, Inc. without prior written approval of the developers. Use of the lake shall be in compliance with the rules and regulations of developers, their successors and/or assigns.

5. UTILITY EASEMENTS: Developers, their successors or assigns, and licensees reserves an easement upon all 50 foot rights-of-way, reserves a 20 foot wide easement along all road rights-of-way and a 10 foot wide easement along the side of each and every lot and a 20 foot wide easement along the rear of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereof, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces, and anchors wherever necessary for the said installations, operations or maintenance; together with the right to install, operate and maintain, gas and water mains, sewer lines, culverts, and drainage ditches, fencing, lake maintenance, clearing, and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Exceptions: 1. Where an owner of two or more adjoining lots constructs a building which shall not be subject to the aforementioned 10 foot easement between lots unless it is shown on recorded plats; 2. No easement shall exist on that portion of any water front lot running along or abutting the shore line of any lake within the Stonestrow, Inc. Sub-division unless shown on the recorded plats, except, however, developers, for itself, its successors, assigns, and licensees reserves the right to cause or permit drainage of surface water over and/or through said lots. Developers, their successors, assigns, and licensees reserves an easement on, over and under all road rights of way for the purpose of installing, operating, and maintaining the abovementioned utilities and drainage. The owners of said property shall have no cause of action against developers, their successors, assigns or licensees either at law or in equity excepting in case of said damages caused said property, by reason of willful negligence in installing, operating, removing or maintaining the above-mentioned installations.

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Further, developers, their successors and assigns, reserves the right to subject real property in this subdivision to a contract 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 Carolina Power and Light and Pee Dee Electric Membership Corporation by the owner of said lot.

6. WATER AVAILABILITY, CONNECTION AND FEES: Grantee, his heirs or assigns, agrees that if and when a central water system is installed in the Subdivision and water made available to Grantee's property in installation of water mains that Grantee will, if and when water service is needed in connection with the use of said property, subscribed to water service from the central water system and make connection thereto and will pay the Water Company for use and availability of water, such sums and fees as allowed and approved by the North Carolina Utilities Commission, and in accordance with rules and regulations adopted by the Water Company and approved by the North Carolina Utilities Commission. Upon said connection to the central water system, Grantee will cease using for consumption water from his previous supply whether it be well or otherwise. Water availability fees may be charged irrespective of connection to the central water system.

7. THE PURPOSE: Any lot or property adjacent to or bordering upon any of the man-made lakes situated within the property shall not convey any right, title or interest in any property lying beneath the high water mark of such lake or to the surface waters thereover, it being specifically understood and agreed that Developers, their successors or assigns, retains the exclusive right and title to all lake basins and the water contained therein and to all of the property in areas designated as "recreation area". The developer, their successors or assigns, further reserves the right to adopt, promulgate, and enforce such rules and regulations governing to use of all lake, recreation areas and Clubhouse lying and being upon the property.

8. LEASING OR RESIDENCES: No residence may be rented until approval of developers, their successors and assigns, has been obtained. No room may be rented and no transient tenants accommodated.

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9. Mailboxes, design and location are subject to approval of Declarant or their representatives unless and until a central mail station is constructed and put into use at which time all individual boxes shall be removed and no more mail boxes approved.

10. All exterior lights shall be attached to the house and be no higher than the eaves except with approval of developers, their successors and assigns. Standard lamp posts and walk-way lights may be used.

11. No fences or shrubbery and other material shall be constructed without prior written approval of developers, their successors and assigns.

12. Developers, at their option shall have the right to have a fence constructed around the perimeter of this subdivision. Such fence shall be considered an improvement to all lots within this subdivision and the cost of constructing this fence shall be borne by all the lot owners in the subdivision equally.

13. Grantee agrees to submit to developers or their designated agent a landscaping plan.

Developers shall have the right to approve landscaping plans, house and grounds decorations and ornaments, location and appearance of gardens and shall have the continuing right to disapprove the above and to order the modification or removal of plants, garden, decorations and ornaments if they are not in harmony with the general surrounding of the adjacent lots or if the proposed drainage of surface water would be detrimental to adjacent lots or streets. The decision of the developers shall be final. All landscaping must be completed within one year from date the building permit for the house is issued.

14. Developers, their successors and assigns, shall have the right in its absolute discretion, to waive any of the foregoing conditions or restrictions upon being shown that the same is unreasonable or unfeasible as applied to any particular lot or lots in said subdivision.

15. Developer shall have the right to prohibit any builder, contractor or sub-contractor who has willfully violated any of these covenants or rules of the developer from performing further construction work within the subdivision.

16. DEFINITIONS: The following terms used in the foregoing restrictions are hereby defined as follows:

"the developer" refers to Joe A. Cline and Robert H. Crouch, their successors, assigns or licensees.

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"grantee" refers to any person, persons, firm or corporation to whom any property to Joe A. Cline and Robert H. Crouch, their successors or assigns is conveyed and to their successors, in title or interest.

"lot, property, or bulk head" refers to any piece or parcel of real estate situated within the boundaries of the Joe A. Cline and Robert H. Crouch land as shown and delineated on the map thereof made by Central Carolina Surveyors.

"building committee" refers to the group of persons appointed by the developer as their agents, to regulate the use of the property and perform the duties herein set forth for such committee and such other duties as delegated to it by the developers, their successors and assigns.

17. COVENANTS RUNNING WITH THE LAND, DURATION OF RESTRICTIONS:

These restrictions shall be considered as covenants running with the land, and shall bind the grantees, their heirs, executors, administrators, successors or assigns shall violate or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for the developer, their successors and assigns, any person, persons, or legal entity owning the land in the subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, and to recover damages for such violations. The invalidation of any one or more of hte covenants or restrictions herein contained by any court of competent jurisdiction in no way shall affect any of the other covenants or restrictions, but they shall remain in full force and effect.

IN WITNESS WHEREOF, Joe A. Cline, Robert H. Crouch, Richard B. Halverstadt and wife, JoAnn C. Halverstadt have caused this instrument to be executed and have affixed their hands and seals hereto, this the 12th day of February, 1986.

Joe A. Cline (SEAL)  
Joe A. Cline  
Robert H. Crouch (SEAL)  
Robert H. Crouch  
Richard B. Halverstadt (SEAL)  
Richard B. Halverstadt  
JoAnn C. Halverstadt (SEAL)  
JoAnn C. Halverstadt

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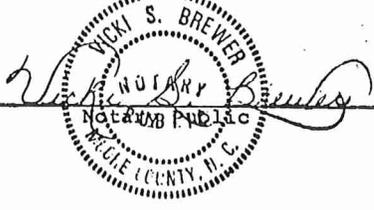
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NORTH CAROLINA

MOORE COUNTY

I, Vicki S. Brewer, a Notary Public of said County, do hereby certify that Joe A. Cline, Robert H. Crouch, Richard B. Halverstadt and wife, JoAnn C. Halverstadt personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 21st day of February, 1986.



My Commission Expires:

April 8, 1989

North Carolina Moore County

The foregoing certificate of Vicki S. Brewer Notary Public of Moore County, North Carolina is certified to be correct.

This 19th. day of May, 1986.

Grier Gilmore, Register of Deeds  
*Mary R. Phillips* Assistant

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FILED: 1986  
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MAY 19 3 38 PM '86  
GRIER GILMORE  
REGISTER OF DEEDS  
MOORE COUNTY, N.C.