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005625
NORTH CAROLINA
WILSON COUNTY
FILED FOR REGISTRATION
AT 4:40 O'CLOCK P.M 4 DAY OF
Nov 2003 AND RECORDED
IN BOOK 1998 PAGE 547
Audrey R. Neal
REGISTER OF DEEDS
by: Ann B. Harrison Dep.

RETURN
TO Harrison

NORTH CAROLINA

WILSON COUNTY

SURREY MEADOWS, SECTION I, PHASE I

THIS DECLARATION OF RESTRICIVE COVENANTS, executed this 3rd day of November, 2003 by **STONEYBROOK FARM, INC.**, a North Carolina corporation, with its principal office at Airport Road, Wilson, N.C., the Declarant, **JOHN T. TILTON**, Trustee; and **THE HERITAGE BANK**, Noteholder;

WITNESSETH;

WHEREAS, STONEY BROOK FARM, INC., hereinafter referred to as "Developer or Declarant", is the owner of that certain real estate development known as "Section I Phase I Surrey Meadows Subdivision" according to a map recorded in Plat Book 32, Pages 135 through 137, Wilson County Registry and reference is hereby made to said map for a more particular description; and

WHEREAS, the Developer desires to protect the future owners and occupants of homes and dwellings located in Section I Phase I Surrey Meadows Subdivision, from the encroachment of undesirable buildings and undesirable building practices, and desires generally to p reserve Section I Phase I Surrey Meadows Subdivision as an area suitable for healthful and pleasant living conditions; and

WHEREAS, said Developer proposes and intends by this instrument to create certain restrictions upon Section I Phase I Surrey Meadows Subdivision which shall henceforth be binding upon itself, its successors and assigns, and upon future owners of lots and property located within Section 1 Phase I Surrey Meadows Subdivision.

NOW, THEREFORE, in consideration of the premises and for the purposes therein expressed, the said Developer does hereby set forth and declare the following restrictions and does covenant and agree with all persons, firms and corporations now or hereafter acquiring any property within said Section I Phase I Surrey Meadows Subdivision that said lots are now and shall hereafter be subject to the following conditions and restrictions, to wit:

(1) Each lot in said subdivision shall constitute a residential building site, and shall be used for residential purposes only. The layout of the lots as shown on the recorded plat shall be substantially adhered to, provided, however, with the prior written approval of the architectural control committee of the subdivision as hereinafter provided, the size and shape of any building site may be altered, provided that no building site or group of building sites, may be re-subdivided so as to produce a greater number of sites. More than one lot may be used as one building site, provided that the location of any house or structure permitted thereon is approved in writing by the architectural control committee. Except as provided in this paragraph, no house or structure shall be erected, altered, placed or permitted to remain on any building site, other than one detached single-family dwelling, not to exceed two and one half stories in height, and a private garage for not more than three vehicles.

(2) An architectural control committee will be designated and appointed by the President of STONEYBROOK FARM, INC. or by its successors. The architectural control committee shall elect or appoint a Chairman by the members of said committee. The members of the initial architectural control committee are Jerry Williams, Chairman, K. L. Walston, William Price and Frank Benson.

No construction, building, landscaping, or improvements shall be made or placed on any building site until the building plans, specifications and plot plans showing the location of such improvements on the building site have been approved in writing by the architectural control committee as to conformity and harmony of external design

and external materials with existing houses or structures in the area, and as to location with respect to topography, finished ground elevation, and neighboring structures. In the event the architectural control committee fails to approve or disapprove such design or location thirty (30) days after said plans and specifications have been submitted and received by the Chairman of said architectural committee, this covenant will be deemed to have been fully complied with by the person or entity submitting such plans.

(3) Except with the prior written approval of the architectural control committee, no building of any kind, including garages, shall be located on any building site less than 25 feet from the front property line and no building shall be located less than 10 feet from any interior lot line or less than 20 feet from any side street line or less than 25 feet from any rear lot line.

Any and all of the lots shown on the map of Section I Phase I Surrey Meadows Subdivision may in the future be, by owners thereof, rearranged, divided or subdivided with prior written approval of the Architectural Control Committee. In any event, no lot shall be subdivided such that there would be an increase in the number of buildable lots in the subdivision.

(4) Except with the prior written approval of the architectural control committee, no residential structure which has a minimum area of less than 1300 square feet of heated living area, shall be erected or placed on any building site.

(5) No business activity or trade of any kind whatsoever shall be carried on upon any building site, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood. No sign (except temporary realtor signs) shall be erected or maintained on the premises unless approved in advance by the architectural control committee. No trade materials may be stored upon premises and no trucks, boats, or tractors may be stored or regularly parked on the premises except in a garage or well-screened enclosure. All garbage, trashcans, gas tanks, fuel oil tanks, and lights must be adequately screened. No clotheslines

shall be constructed and/or used on owner's premises unless adequately screened from neighbors and persons using adjoining streets.

(6) No shell home, trailer, mobile home, modular home, camper, tent, shack, barn, or other outbuilding shall be erected or placed on any building site covered by these covenants without prior written approval of the Architectural Control Committee.

(7) No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property, and no pets shall be permitted to run at large.

(8) No fence, wall, hedge, or mass planting, shall be permitted, except upon the prior written approval of the architectural control committee.

(9) Adequate off-street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner and the owners of building sites may not regularly park their automobiles on the streets in the subdivision without the prior written approval of the Architectural Control Committee. The off-street parking areas shall be constructed with concrete or materials acceptable to the architectural control committee. The driveway from the street to the off-street parking area shall be likewise constructed of concrete or other materials acceptable to the architectural control committee. No unlicensed cars may be stored on any lot and no repairs shall be made to any vehicle except in a garage attached to a residence.

(10) Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site in this manner, the Architectural Control Committee may have the required work done and the costs thus incurred shall be paid by the owner.

(11) Except with the prior written approval of the architectural control committee, all telephone, electric, and other lines and connections between the main utility lines and the residences and

other dwellings located on each building site shall be concealed and located underground so as not to be visible.

(12) The exterior of all houses and other structures must be completed within twelve months after the date construction has commenced, except where such completion is impossible, or would result in great hardship to the owner of the building due to strike, fires, national emergency or natural calamity, unless otherwise extended by the Architectural Control Committee, or its designated representatives.

(13) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions or buildings on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Upon the failure of a lot owner to correct any such conditions within ten (10) days after written notice has been received from the Architectural Control Committee, the Architecture Control Committee shall have the right to correct such condition and the expense of such correction shall be paid by the lot owner.

(14) Prior to the construction of any house or other building on any of the above-described lots, the owner shall comply with all State, County and City rules, regulations and requirements.

(15) The owners of each lot in this subdivision will automatically be members of the Surrey Meadows of Wilson Homeowners Association, Inc. and shall be subject to its rules and assessments as the Homeowners Association performs its duties in maintaining and caring for the common areas of the subdivision. Each lot owner, other than the developer, will be a Class A member and each Class A member will pay $10.00 per month to the Homeowners Association to help with the taxes and costs of maintenance of the common areas, specifically including but not limited to the entrance ways and the retention pond. The amount of the monthly payment may change from time to time as determined by a vote of the Association.

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(16) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2024, at which time said covenant shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the building sites in Section I Phase I Surrey Meadows Subdivision, it is agreed to change said covenants in whole or in part.

(17) 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 TESTIMONY WHEREOF, the said GARNTOR has hereunto caused this instrument to be executed in its name by its President by authority duly given, the day and year first above written.

STONEYBROOK FARM, INC., Declarant

By: C. Jerry Williams
C. Jerry Williams, President

THE HERITAGE BANK

By: R.P. Pierce
President

R.P. Pierce
~~[illegible]~~, Trustee
John T. Tilton

NORTH CAROLINA
COUNTY OF WILSON

I, Diana Holland, a Notary Public of the aforesaid County and State do hereby certify that C. Jerry Williams personally appeared before me this day and acknowledged that he/she is President of STONEYBROOK FARM, INC., a corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing instrument.

Witness my hand and Notarial Seal, this the 3rd day of November, 2003.

Diana Holland
Notary Public

My Commission Expires: 3-24-05

DIANA HOLLAND NOTARY PUBLIC WILSON COUNTY

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NORTH CAROLINA
COUNTY OF WILSON

I, Sheila P. Wilson, a Notary Public of the aforesaid County and State do hereby certify that John T. Tilton personally appeared before me this day and acknowledged that he/she is ~~Vice~~ President of THE HERITAGE BANK, a corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing instrument was signed by him..

Witness my hand and Notarial Seal, this the 4th day of November, 2003.

Sheila P. Wilson
Notary Public

My Commission Expires: 10/8/07

SHEILA P. WILSON NOTARY PUBLIC WILSON COUNTY, N.C.

NORTH CAROLINA
COUNTY OF WILSON

I, Sheila P. Wilson, a Notary Public of the aforesaid County and State do hereby certify that JOHN T. TILTON, Trustee personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 4th day of November, 2003.

Sheila P. Wilson
Notary Public

My Commission Expires: 10/8/07

SHEILA P. WILSON NOTARY PUBLIC WILSON COUNTY, N.C.

North Carolina, Wilson County
The foregoing (or annexed) certificate of
Diana Holland & Sheila P. Wilson (2)
is certified to be correct.
This 4 day of Nov A.D. 2003
Andrea R. Neal
Register of Deeds
by: Ann B. Morrison
Dep.

SurreyMeadows-RestCov.doc