

Type: CONSOLIDATED REAL PROPERTY
Recorded: 1/11/2024 9:53:27 AM
Fee Amt: \$26.00 Page 1 of 5
Nash County North Carolina
Sandra D. Davis Register of Deeds

BK 3326 PG 9 - 13

Prepared by and return to McFarlane Law Office, PA, P.O. Box 127, Louisburg NC 27549

NORTH CAROLINA
NASH COUNTY

RESTRICTIVE COVENANTS

NOW COMES LD Land Holdings, LLC, Declarant, and hereby establishes the following Restrictive Covenants, to be applicable to and binding upon the land herein described, as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract or parcel of land, consisting of Lots 1 through 11, as shown on Exhibit A attached hereto, being a portion of the same property as was conveyed to Declarant by Deed recorded at Book 3310, page 928, Nash County Registry; and

WHEREAS, said property has been subdivided into residential lots for subsequent re-sale; and

WHEREAS, Declarant now desires to subject said real property to the covenants and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A attached hereto, located in Nash County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Restrictive Covenants hereinafter set forth.

SECTION I – ARCHITECTURAL AND LANDSCAPING CONTROL

1. All dwellings shall have finished ground floor area, exclusive of basements, patios, porches and garages, whether attached or detached, of 1,300 square feet. All stumpage, debris and waste material from construction shall be removed from the lot immediately upon completion of the residential building. No single-wide, double-wide or triple-wide mobile homes shall be allowed.
2. Prior to the construction of any dwelling or structure, all plans and specifications depicting the design, materials, placement on lot and landscaping shall be submitted in writing to LD Land Holdings, LLC, or their designated assignee for review and approval. Failure of LD Land Holdings LLC or their designated assignee to accept or reject said plans and specifications within thirty (30) days of receipt of same in writing shall constitute acceptance of said plans and specifications.
3. No noxious or offensive activity, business or trade shall be carried out upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the subdivision. No heavy-duty truck or tractor-trailers may be parked in the subdivision except in relation to ongoing construction in the subdivision. No signs or billboards shall be erected or maintained on any lot other than real estate signs advertising the sale of the home.
4. No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any lot at any time as a residence, either temporarily or permanently.
5. There shall be no kennels or commercial raising or keeping of animals, livestock or poultry. Owners shall keep all animals, pets or poultry confined and shall ensure that said animals do not constitute a nuisance to any other lot owner or their guests. Nuisance shall include, but not be limited to, noise, aggressive behavior, smell or appearance of any outdoor pen or coop.
6. All boats, travel trailers, campers and trailers shall be kept in the back or side yard of the dwelling. No inoperable vehicle shall be kept in the subdivision. If work or repairs are being done on a vehicle, such work or repair shall be done promptly, or the vehicle shall be removed from the subdivision.

SECTION II – MISCELLANEOUS

7. Enforcement of these Protective Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof. Such action may be either one to restrain a violation, compel compliance or to recover monetary damages, including court costs and attorneys fees.

8. Invalidation of any one or these covenants or any part thereof by the judgment or order of a Court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these Protective Covenants shall not prevent or limit the enforcement of such provisions in the future.

9. These Protective Covenants shall run with the land and shall be binding on all parties and all person claiming under them for a period of twenty-five years from the date these Protective Covenants are recorded, after which time said Protective Covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing and signed by a majority of the then owners of the lots (with each owner having one vote per lot owned; recombined lots being considered as a single lot thereafter) has been recorded, said instrument providing that these Protective Covenants are to be amended or revoked.

10. These Protective Covenants may be amended in writing by the Declarant as long as Declarant continues to own at least one lot in this subdivision. At such time as Declarant no longer owns a lot in this subdivision, or assigns his authority as Declarant to another person or entity, then these Protective Covenants may be amended in writing by that assignee, or by a two-thirds vote of the then owners of the lots in the subdivision (with each owner having one vote per lot owned; recombined lots being considered as a single lot thereafter).

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be signed and sealed, this the 8th day of January, 2024.

LD Land Holdings, LLC

BY: _____


Jennifer D. Kelly, Manager

STATE OF NORTH CAROLINA, COUNTY OF _____

JOHN RISKO
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires Sept. 17, 2025

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document **[print name(s)]**:

Jennifer D. Kelly, Manager of LD Land Holdings, LLC.

**Stamp/Seal
HERE**

Date of Notarization: 1/8/24



My commission expires: 9/17/2025
(date)

Notary Public Signature

Print Notary Name Here John Risko

Exhibit A

All those certain lots or parcels of land, consisting of Lots 1 through 11, as the same are shown on that certain map or plat entitled "Major Subdivision Plat for LD Land Holdings, LLC, dated November 2, 2023", by CMP, Professional Land Surveyors, and recorded at Plat Book 45, page 43, Nash County Registry.