

19. That the fact that the plat of property of the Declarants as shown to the Purchaser shall not preclude the Declarants from changing the boundaries of parcels of land, from closing or making changes in any street where such closing or change does not close or change said street immediately abutting on the property of the purchaser.

20. No owner of the lot shall clear-cut their lot or substantially clear their lot of trees without the prior approval of the Declarants or their assigns.

21. No singlewide mobile homes shall be erected or placed on any lot covered by these covenants.

22. No doublewide mobile homes shall be erected or placed on any lot covered by these covenants.

23. Any deck built on any lot or attached to any dwelling on any lot shall be constructed of pressure treated lumber or masonry.

24. Home located on lot #7 was built prior to restrictive covenants and will comply with building restrictions if property is ever destroyed or displaced. All restrictions without respect to dwelling shall remain in effect.

### ARTICLE III

If any lot owner shall violate or attempt to violate the covenants herein contained during the term set out herein or any extensions thereof, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute and bring any proceedings in law or equity against the violators, to prevent them from so doing said act, to remove said offending violation or to recover damages for such violations. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

#### PRIVATE ROADS:

The 50-foot wide private road shown and depicted on the plat of this subdivision shall be a "Class A" private street, but shall be dedicated for the use of the owners of all of the lots designated herein. There is hereby created the Property Owners' Association for the purpose of establishing rules and regulations governing the speed limits, and for the maintenance of and the upkeep of these streets. The owners of each lot shall be deemed a member of the Property Owners' Association and shall be entitled to one vote per lot owned, at the annual meeting of such Association to be held on the second Monday of January of each year commencing with the year 2000. At the annual meeting, there shall be elected board of directors for one (1) year consisting of not less than two (2) or more than seven (7) members, and the members so elected shall be responsible for contracting and providing for the street regulations and maintenance of the private streets. The costs of any repairs and maintenance contracted by the board of directors of the Association shall be assessed equally to all of the lots. In the event a lot owner fails or refuses to pay his proportionate part of the street maintenance within ninety (90) days, said proportionate amount shall be considered a lien on that lot and the Association may enforce such payment through civil action to be instituted for such purpose in the General Court of Justice of Person County, North Carolina. The street maintenance assessment



may not exceed Two Hundred Dollars (\$200.00) per year per lot without two-thirds (66 2/3) vote of the entire Association. The Declarants, their heirs and assigns reserve the right to grant a general road easement to the North Carolina Department of Transportation or other governmental authority if they ever desire to include these road in the public road system of the State of North Carolina.

**UTILITY EASEMENTS:**

There shall be an easement reserved for the use of all utilities, public and private, to provide service to said subdivision fifteen (15) feet wide on both sides of the road as shown on said plats. The Declarants reserve the right to execute easements to utility companies requesting the same.

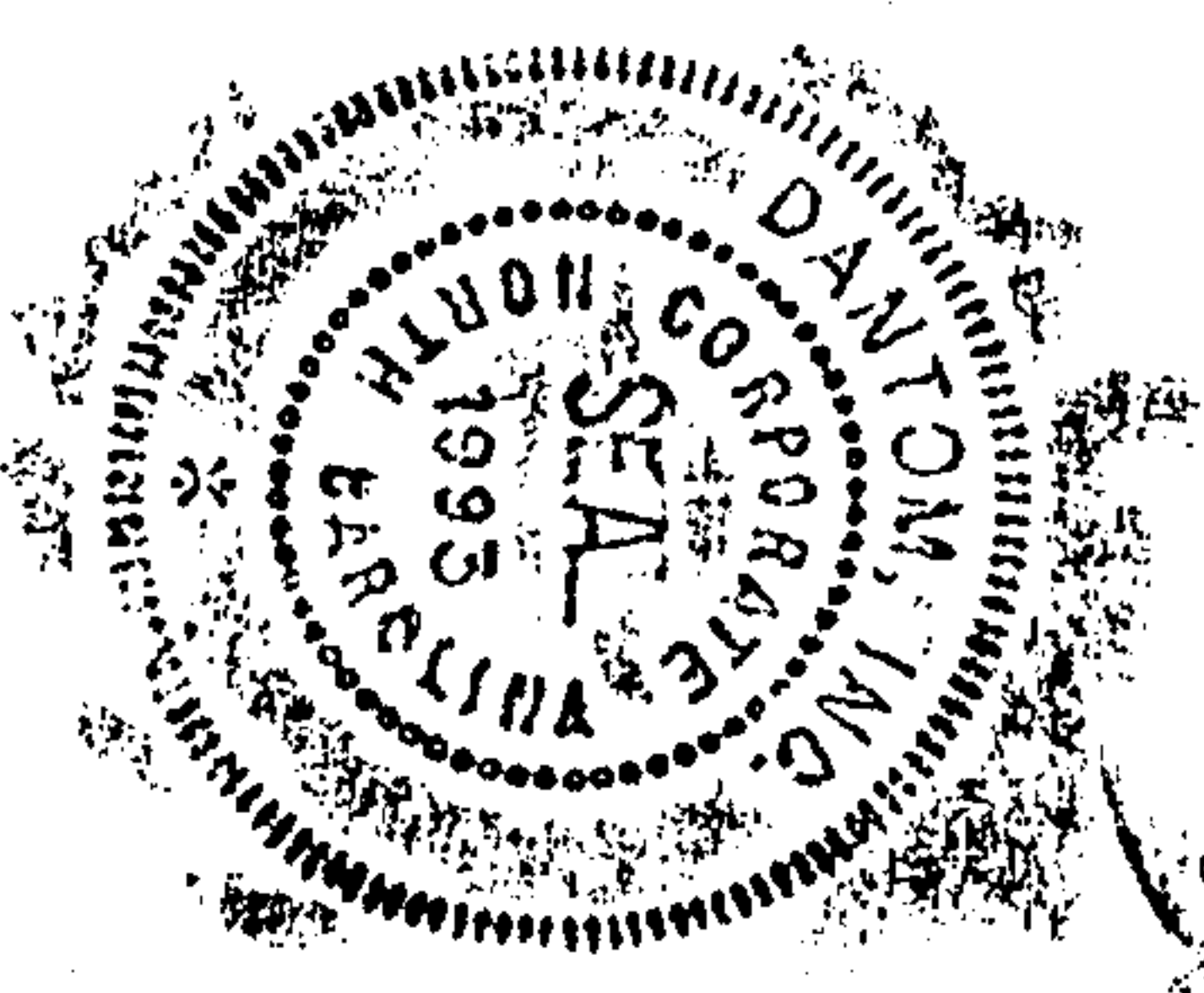
The protective covenants herein contained shall remain in force and effect and be binding upon the parties until the year 2005 at which time they shall be extended automatically for five (5) years. Thereafter, they shall be extended automatically for successive periods of five (5) years unless by a vote of a majority of the lot owners in said subdivision with each number lot being granted one vote, it is agreed to change, modify or abolish said covenants.

Witness our signatures this 23rd day of MARCH, 1999.

Portia D. Lewis  
Portia Lewis

Jimmy Lewis  
Jimmy Lewis

Thomas D. Winstead  
Dantom, Inc.  
Thomas D Winstead, President



Attest: Lewis Daniel Winstead, III  
Lewis Daniel Winstead, III, Secretary

**NORTH CAROLINA  
PERSON COUNTY**

I, Dorene M. Robertson a Notary Public of the aforesaid State and County, do hereby certify that Portia Lewis did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 23rd day of MARCH, 1999.

Dorene M. Robertson  
Notary Public



My Commission Expires:  
My Commission Expires 6/16/2001

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