

NORTH CAROLINA
PERSON COUNTY

RESTRICTIVE COVENANTS

This Declaration and Agreement, made and entered into this the 26th day of March, 1986, by and between Bernard G. Gentry and wife, Mary K. Gentry, of Person County, North Carolina, hereinafter referred to as "developers" or "parties of the first part," and ALL SUCCESSORS IN TITLE and their respective heirs and assigns of lots included within the lands hereinafter described, parties of the second part:

W I T N E S S E T H:

WHEREAS, the parties of the first part intend to convey the lots hereinafter referred to by deeds referring to restrictive covenants contained in this Declaration and Agreement, and to subject the lands hereinafter referred to to such restrictive covenants for the benefit of each of the present or future owners of the aforesaid lands:

NOW, THEREFORE, the parties of the first part agree that all lots comprising the lands hereinafter referred to shall be sold subject to the restrictive covenants hereinafter set out, and all grantees of the said lots, for themselves, their heirs, successors and assigns, by the purchase of said lots agree to be bound by the covenants herein contained.

The purchaser or owner of any lot in the lands hereinafter described, for himself, herself or itself, and for his, her or its successors in interest, agrees to the following restrictive covenants:

ARTICLE I

The lands to which these covenants shall apply are described as follows:

PARCEL 1.

Lying and being in Flat River Township, Person County, North Carolina, on the east side but not adjoining NC State Road 1123 and being all of what are shown and designated as LOTS NO. A, B, C, D, E, and F on that plat of survey made by Paul L. Bailey, surveyor, dated February 1986, entitled "TIMBER RIDGE I, PROPERTY OF BERNARD G. GENTRY AND MARY K. GENTRY" and recorded in Plat Cabinet " " at Page " " , Person County Registry; said plat being hereby specifically incorporated by reference.

PARCEL 2.

Lying and being in Flat River Township, Person County, North Carolina, on the east side but not adjoining NC State Road 1123 and being all of what are shown and designated as LOTS NO. 1, 2, 3, 4, 5, 6, 7, and 8 on that plat of survey made by Paul L. Bailey, surveyor, dated February 1986, entitled "TIMBER RIDGE II, PROPERTY OF BERNARD G. GENTRY AND MARY K. GENTRY" and recorded in Plat Cabinet " " at Page " " , Person County Registry; said plat being hereby specifically incorporated by reference.

PARCEL 3.

Lying and being in Flat River Township, Person County, North Carolina, adjoining the eastern side of NC State Road 1123, containing 1.71 acres as shown on that plat of survey made by Paul L. Bailey, surveyor, dated February 1986, entitled "PROPERTY OF CARL LOFTIS AND SHEILA LOFTIS" and recorded in Plat Cabinet 3, at Page 142, Person County Registry; said plat being hereby specifically incorporated by reference.

PARCEL 4.

Lying and being in Flat River Township, Person County, North Carolina, adjoining the eastern side of NC State Road 1123, containing 1.27 acres as per that plat of survey made by Paul L. Bailey, surveyor, dated February 1986, entitled "PROPERTY OF LARRY K. CASH AND DENISE C. CASH" and recorded in Plat Cabinet 3 at Page 141, Person County Registry; said plat being hereby specifically incorporated by reference.

ARTICLE II

The real property described in Article I hereof is subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location thereof on lots; to prevent haphazard and in-harmonious improvements of lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby enhance the values of investments made by purchasers of lots therein.

ARTICLE III

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, permanent, single-family dwelling not to exceed two and one-half (2 1/2) stories in height (exclusive of basement) and a private garage for not more than three vehicles.

No mobile homes, manufactured homes, nor any residential structure which is fabricated as a composite of more than fifty percent of the completed structure at a place separate from the building site, shall be placed or constructed on any of the subject lands.

All houses located upon the subject lands shall be constructed of pre-cut natural logs as the exterior wall structure and same shall either be purchased through the developer or approved in advance by the developer.

ARTICLE IV

No building shall be erected, placed or altered on any premises in said development until the building plans, specifications, and plot showing the location of such building have been approved in writing as to conformity and harmony of external designs with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by the developer or his successor or assigns. In the event said developer fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to him, or, in any event, if no suit

to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

ARTICLE V

No lot shall be subdivided without the express written consent of the developer.

ARTICLE VI

No noxious or offensive trade or activity shall be carried on upon any lot, nor anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises, except in enclosed garages. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. No swimming pool or other excavation which may reasonably be expected to contain accumulations of water may be constructed upon any lot without the written consent of the developer.

ARTICLE VII

No trailer, tent, shack, mobile home or other out-buildings shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently, but nothing herein contained shall prohibit the housing of domestic servants of the owner in facilities appurtenant to such detached garage.

ARTICLE VIII

No animals, livestock or poultry of any kind other than personal house pets shall be kept or maintained on any part of said property for private or commercial purposes.

ARTICLE IX

All fences, enclosures or walls must be approved by the developer as to type, design and location.

ARTICLE X

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner.

ARTICLE XI

The developer is constructing a new access road to serve the subject lots and he shall be solely responsible for the care and maintenance of same for the period of one year beginning March 1, 1986. Beginning March 1, 1987 the care and maintenance of said roadway shall become the shared responsibility of all owners of lots served by same on a pro-rata basis with the owner of each lot paying an equal amount per year for such maintenance. Beginning March 1, 1987, each lot owner shall pay to the road maintenance escrow fund the sum of One hundred dollars (\$100.00) and a like amount on March 1 of each year thereafter unless such assessment amount is changed by the Road Maintenance Committee. The Road Maintenance Committee shall be made up of the developer and two lot owners as are elected by majority vote of the lot owners annually. Said committee shall be responsible for handling the escrow fund and making decisions as to the type and timing of road maintenance. The escrow fund may be expended for roadway maintenance of any roadways in the development serving the subject lots. All purchasers of the subject lots hereby bind themselves, their heirs, successors, and assigns to this roadway maintenance obligation and same shall constitute a lawful obligation to each lot owner and enforceable against said lot owner each year by the maintenance committee by legal remedy for collection of debts.

ARTICLE XII

The developer hereby reserves the right and easement to place and install upon any lot within 30 feet of the center line of the access road any utility lines for providing utilities to the subject lots.

ARTICLE XIII

The declarant herein, its successors and assigns, hereby reserves unto itself the first right of refusal for all resales of the lots described hereinabove until such time as the declarant has sold all lots contained in said development at which time same shall expire. Said first right of refusal must be exercised by said declarant, its successors and assigns, within thirty (30) days of the notification thereof by the property owner and failure of exercise of such right within said period will be a waiver thereof.

ARTICLE XIV

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2006, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots covered by these covenants, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing, or to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any one of these covenants or any part thereof by judgment or court order 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 covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, this the day and year first above written.

Bernard G. Gentry (SEAL) Mary K. Gentry (SEAL)
Bernard G. Gentry Mary K. Gentry

NORTH CAROLINA
PERSON COUNTY

I, _____, Notary Public of said County certify that Bernard G. Gentry and wife, Mary K. Gentry personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this _____ day of _____, 1986.

My Comm. Expires: _____
Notary Public, _____
PERSON COUNTY, NC

NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of Eve J. Taylor, a Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 185, Page 983, This 27 day of March, 1986 at 11:30 o'clock A.M.

Ben Kirby
Ben Kirby
Register of Deeds

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AMENDMENT TO RESTRICTIVE COVENANTS
PERSON COUNTY, NORTH CAROLINA

This declaration and agreement, made and entered into this the 31st day of October, 1991, by and between Bernard G. Gentry and wife, Mary K. Gentry, hereinafter referred to as "Developers", Carl Loftis and wife, Sheila Loftis, Larry K. Cash and wife, Denise C. Cash, Ted C. Cope and wife, Marsha P. Cope, Susan Broach, Carl W. Small and wife, Ruth P. Small, and James C. Henningson and wife, Margaret M. Henningson, hereinafter collectively referred to as owners, "parties of the first part", and ALL SUCCESSORS IN TITLE and their respective heirs, successors and assigns of lots included within the lands hereinafter described, "parties of the second part":

W I T N E S S E T H:

THAT WHEREAS, the Developers heretofore adopted and recorded those Restrictive Covenants dated March 25, 1986 in Deed Book 185 at Page 983, Person County Registry with the intent and purpose of subjecting the parcels of land described therein to certain building and development restrictions to the end of creating and maintaining a residential subdivision of high quality and harmonious architectural design;

AND WHEREAS, it was the original intent of the Developers that all residential structures constructed upon all lots described in the original restrictive covenants would be of pre-cut natural log exteriors and all lots owned by the owners have constructed thereon log homes in strict accordance with the aforesaid restrictive covenants;

AND WHEREAS, the Developers have come to the realization that the market appeal of log homes is not as strong and extensive as they had envisioned and the realistic prospect is that an all log home subdivision is no longer feasible within a reasonable amount of time and it is in the best interest of all present and future property owners within the subdivision that the subdivision be fully developed within a reasonable amount of time;

AND WHEREAS, the Developers have requested of the owners that they agree to and join in amending of the aforesaid restrictive covenants to allow for the construction of residential structures within the subdivision that are of exterior materials other than pre-cut natural logs but would be compatible and harmonious with the existing log homes and all parties have so agreed;

NOW, THEREFORE, the parties of the first part, for themselves, their heirs, successors and assigns, and for the mutual benefits hereinabove stated, hereby modify and amend those restrictive covenants dated March 25, 1986 and recorded in Deed Book 185 at Pages 983 - 986 as follows:

1. Article I of said restrictive covenants is hereby amended and modified to read as follows:

ARTICLE I

The lands to which these covenants shall apply are described as follows:

PARCEL 1.

Lying and being in Flat River Township, Person County, North Carolina on the east side but not adjoining N.C. State Road #1123 and being all of what are shown and designated as LOTS NO. A, B, C, D, E, F, G, H, I, J, K

L, M, N and O on that plat of survey made by E. B. Wood, surveyor, dated October, 1991 entitled "TIMBER RIDGE I REVISED OCTOBER, 1991, PROPERTY OF BERNARD G. & MARY K. GENTRY" and recorded in Plat Cabinet 7 at Hanger 15-1, Person County Registry; said plat being hereby specifically incorporated by reference.

PARCEL 2.

Lying and being in Flat River Township, Person County, North Carolina, on the east side but not adjoining N.C. State Road #1123 and being all of what are shown and designated as LOTS NO. 1, 2, 3, 4, 5, 6, 7 and 8 on that plat of survey made by Paul L. Bailey, surveyor, dated February, 1986, entitled "TIMBER RIDGE II, PROPERTY OF BERNARD G. GENTRY AND MARY K. GENTRY" and recorded in Plat Cabinet 3, Page 98, Person County Registry; said plat being hereby specifically incorporated by reference.

PARCEL 3.

Lying and being in Flat River Township, Person County, North Carolina, adjoining the eastern side of N.C. State Road #1123, containing 1.71 acres as shown on that plat of survey made by Paul L. Bailey, Surveyor, dated February, 1986, entitled "PROPERTY OF CARL LOFTIS AND SHEILA LOFTIS" and recorded in Plat Cabinet 3, at Page 142, Person County Registry; said plat being hereby specifically incorporated by reference.

PARCEL 4.

Lying and being in Flat River Township, Person County, North Carolina, adjoining the eastern side of N.C. State Road #1123, containing 1.27 acres as per that plat of survey made by Paul L. Bailey, surveyor, dated February, 1986, entitled "PROPERTY OF LARRY K. CASH AND DENISE C. CASH" and recorded in Plat Cabinet 3 at Page 141, Person County Registry; said plat being hereby specifically incorporated by reference.

2. Article III of said restrictive covenants is hereby amended and modified to read as follows:

ARTICLE III

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, permanent, single-family dwelling not to exceed two and one-half (2 1/2) stories in height (exclusive of basement) and a private garage for not more than three vehicles.

No mobile homes, manufactured homes, nor any residential structure which is fabricated as a composite of more than fifty percent of the completed structure at a place separate from the building site, shall be placed or constructed on any of the subject lands.

All houses located upon the subject lands except as exempted hereafter, shall be constructed of pre-cut natural logs as the exterior wall structure and same shall either be purchased through the Developer or approved in advance by the Developer. Exempted from the aforesaid provision are Lots A, B, D, F, H, I, J, K, L, M, N and O as shown on that plat of survey made by E. B. Wood, surveyor, dated October, 1991 entitled "TIMBER RIDGE I REVISED OCTOBER, 1991, PROPERTY OF BERNARD G. AND MARY K. GENTRY" and recorded in

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Plat Cabinet 7 at Hanger 15-1, Person County Registry; said plat being hereby specifically incorporated by reference. As to said exempted lots, the following provision shall apply: All houses located upon said exempted lots shall be either constructed by the Developer or the Developer shall have approved in writing, in advance, the plans and specifications for houses constructed by others. It is the intent and purpose of this provision to ensure the placement within the subdivision of non-log residential structures of harmonious designs and compatible exterior materials and features to enhance and maintain the value and integrity of all property within the subdivision.

As to all other provisions of the aforesaid restrictive covenants, same shall remain in full force and effect the same as if same were hereby restated and only the provisions of said restrictive covenants that are specifically amended and modified hereby shall be affected. This amendment and modification of restrictive covenants shall be in full force and binding upon the parties hereto, their heirs, successors and assigns and successors in title of the property described and same shall inure to the benefit of said parties and shall run with the land.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals, this the day and year first above written.

Bernard G. Gentry MERODEAN H. STEWART
NOTARY PUBLIC
Bernard G. Gentry PERSON COUNTY, N.C. Mary K. Gentry MERODEAN H. STEWART
NOTARY PUBLIC
Mary K. Gentry PERSON COUNTY, N.C.

Carl Loftis MERODEAN H. STEWART
NOTARY PUBLIC
Carl Loftis PERSON COUNTY, N.C. Sheila Loftis MERODEAN H. STEWART
NOTARY PUBLIC
Sheila Loftis PERSON COUNTY, N.C.

Larry K. Cash MERODEAN H. STEWART
NOTARY PUBLIC
Larry K. Cash PERSON COUNTY, N.C. Denise C. Cash MERODEAN H. STEWART
NOTARY PUBLIC
Denise C. Cash PERSON COUNTY, N.C.

Ted C. Cope MERODEAN H. STEWART
NOTARY PUBLIC
Ted C. Cope PERSON COUNTY, N.C. Marsha P. Cope MERODEAN H. STEWART
NOTARY PUBLIC
Marsha P. Cope PERSON COUNTY, N.C.

Carl W. Small MERODEAN H. STEWART
NOTARY PUBLIC
Carl W. Small PERSON COUNTY, N.C. Ruth P. Small MERODEAN H. STEWART
NOTARY PUBLIC
Ruth P. Small PERSON COUNTY, N.C.

James C. Henningson MERODEAN H. STEWART
NOTARY PUBLIC
James C. Henningson PERSON COUNTY, N.C. Margaret M. Henningson MERODEAN H. STEWART
NOTARY PUBLIC
Margaret M. Henningson PERSON COUNTY, N.C.

Susan Broach MERODEAN H. STEWART
NOTARY PUBLIC
Susan Broach PERSON COUNTY, N.C.

NORTH CAROLINA
PERSON COUNTY

I, Merodean H. Stewart, Notary Public of said County certify that Bernard G. Gentry and wife, Mary K. Gentry personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this 4th day of November, 1991.

My Comm. Expires: 6-22-96

Merodean H. Stewart
Notary Public

MERODEAN H. STEWART
NOTARY PUBLIC
PERSON COUNTY, N.C.

NORTH CAROLINA
PERSON COUNTY

I, Merodean H. Stewart, Notary Public of said County certify that Carl Loftis and wife, Sheila Loftis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this 4th day of November, 1991.

My Comm. Expires: 6-22-96

Merodean H. Stewart
Notary Public
MERODEAN H. STEWART
NOTARY PUBLIC
PERSON COUNTY, N.C.

NORTH CAROLINA
PERSON COUNTY

I, Merodean H. Stewart, Notary Public of said County certify that Barry K. Cash and wife, Denise C. Cash personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this 4th day of November, 1991.

My Comm. Expires: 6-22-96

Merodean H. Stewart
Notary Public
MERODEAN H. STEWART
NOTARY PUBLIC
PERSON COUNTY, N.C.

NORTH CAROLINA
PERSON COUNTY

I, Merodean H. Stewart, Notary Public of said County certify that Ted C. Cope and wife, Marsha P. Cope personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this 4th day of November, 1991.

My Comm. Expires: 6-22-96

Merodean H. Stewart
Notary Public
MERODEAN H. STEWART
NOTARY PUBLIC
PERSON COUNTY, N.C.

NORTH CAROLINA
PERSON COUNTY

I, Merodean H. Stewart, Notary Public of said County certify that Carl W. Small and wife, Ruth P. Small personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this 5th day of November, 1991.

My Comm. Expires: 6-22-96

Merodean H. Stewart
Notary Public
MERODEAN H. STEWART
NOTARY PUBLIC
PERSON COUNTY, N.C.

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NORTH CAROLINA
PERSON COUNTY

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I, Merodean H. Stewart, Notary Public of said County certify that James C. Henningson and wife, Margaret M. Henningson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this 4th day of November, 1991.

My Comm. Expires: 6-22-96

Merodean H. Stewart
Notary Public

NORTH CAROLINA
PERSON COUNTY

MERODEAN H. STEWART
NOTARY PUBLIC
PERSON COUNTY, N.C.

I, Merodean H. Stewart, Notary Public of said County certify that Susan Broach personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this 6 day of November, 1991.

My Comm. Expires: 6-22-96

Merodean H. Stewart
Notary Public
MERODEAN H. STEWART
NOTARY PUBLIC
PERSON COUNTY, N.C.

NORTH CAROLINA
PERSON COUNTY

The foregoing certificate(s) of Merodean H. Stewart (7) (Person County, NC), a Notary(ies) Public of the governmental unit designate is certified to be correct. This instrument was presented for registration and recorded in this office at Book 216 Page 912. This 3 day of DECEMBER, 1991 at 11:05 o'clock A M.

J. Ben Kirby by J. Ben Kirby, Asst.
J. BEN KIRBY, REGISTER OF DEEDS IN PERSON COUNTY

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