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Surry County North Carolina
CAROLYN M. COMER, Register of Deeds

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**PLAN OF DEVELOPMENT WITH RESTRICTIVE COVENANTS
FOR YADKIN VALLEY HOMES LLC**

PLAN OF DEVELOPMENT with RESTRICTIVE AND PROTECTIVE COVENANTS made this 26th day of April, 2013, by Declarant, YADKIN VALLEY HOMES LLC (hereinafter referred to as "Declarant") affecting property known as **MAPLEWOOD ESTATES**, as described in **Plat Book 29, Page 173**, Surry County Registry.

WITNESSETH:

WHEREAS, Declarant, being owner of the real property as described herein below of this Declaration, and being desirous of subjecting said real property to the restrictions, covenants, reservations, provisions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof, does hereby declare as follows:

The real property is and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, provisions and easements as set forth in this Declaration, said property being located in Dobson Township, Surry County, North Carolina, and being more particularly described as follows:

Being all of Lots 1 through 8 and the remainder lot containing 0.87 of an acre, of MAPLEWOOD ESTATES as more fully described in **Plat Book 29 Page 173**, Surry County Registry.

The declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, provisions and easements herein set forth by appropriate reference hereto.

The real property described hereinabove is subject to the covenants, restrictions, conditions, reservations, provisions, and easements hereby declared to insure the best use and the most appropriate development and improvement of each residential building Lot thereof; to protect the owners of residential Lots against such improper use of surrounding residential Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best

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development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereon on residential Lots; to prevent haphazard and inharmonious improvements of residential Lots; to secure and maintain property setbacks from streets, and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement of said property, and thereby to enhance the values of investments so made by purchasers of residential Lots thereof.

NOW, THEREFORE, for a valuable consideration, said Declarant hereby covenants and agrees with said prospective purchasers that each of the aforementioned numbered Lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying said numbered Lots as fully and to the same extent as if set forth therein. As a condition of the sale and conveyance of any of the said numbered Lots, purchasers agree and covenant to abide by and conform to said restrictive and protective covenants and conditions.

THE RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS ARE AS FOLLOWS:

1. All lots shall be used for single family, residential purposes only. No building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling and customary accessory buildings, which are used in connection with customary purposes. No lot may be subdivided or split into smaller parcels. No part of any lot shall be used as a public or private: street, road or alley. Access to lots in the development shall only be made by way of the designated road within the development. No lot may be used as access to or from any other property located outside the boundaries of the development.
2. No modular, mobile, or manufactured homes of any kind are allowed on any lot. All dwelling and outbuildings erected or placed upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. No "shell home," as the term is generally understood, shall be erected or allowed to remain on any of said Lots. No tent, shack, garage, barn or other outbuilding erected on the lot shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of any temporary character be used as a residence.
3. Utility buildings to be erected on any lot for use with the residential dwelling are to be constructed with same color siding and shingles to match the home. No aluminum carports are allowed.
4. The Declarant reserves the right to maintain a model residence and sales office on one or more lots for the purpose of displaying house types to prospective buyers. The Declarant may maintain the model residence for so long as any lots within the subdivision are available.

5. All setback requirements, including front, side yard and rear yard setbacks, shall be as set forth on the subdivision plat. Declarant reserves the right to waive or modify such setback requirements should the topography of a lot render the location of the same to be impractical. In addition to the requirements herein set forth, the purchasers will abide by any and all county setback requirements and zoning ordinances.
6. No business, profession or other trade or commercial activity shall be carried on upon said lot or lots or in any building erected thereon, except that home offices within the residential dwelling shall be permitted. No mining, drilling, refining, landfills, dumps or waste will be allowed on any lot.
7. No pure breed pit-bulls, swine or other livestock shall be kept on any lot. No chicken houses are permitted on any lot. Three household pets may be kept for non-commercial purposes on the property. Dogs must be properly confined within either a visible or invisible fenced in area.
8. No T.V. or Video Satellite discs larger than one meter in diameter, or C.B. or radio antennas may be placed or installed on any Lot.
9. No sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed on any Lot except for the Declarant's signs for first time sales and marketing, and thereafter only one customary "for sale" sign per lot.
10. All fencing on lots shall meet the following requirements:
 - a.) Fences must comply with applicable local ordinances.
 - b.) Barbed wire, chain link, and metal fabric fences are prohibited, with the exception of when being used for a single dog pen not exceeding 12'x16'.
 - c.) The smooth side of fencing material shall be facing the outside of the Lot upon which the fence is located.
11. No property shall be used for the storage of lumber, brick, stone, cinder block, concrete, scaffolding, mechanical devices or other materials used for building purposes except for the purpose of construction on such Lot. Materials shall not be stored on such Lot for longer than the length of time reasonably necessary for the completion of the construction or improvement in which the material is to be used.
12. No outside toilet facility may be constructed or maintained on any Lot, except during construction or improvements on any Lot.
13. The pursuit of hobbies or other inherently dangerous, unsightly activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions; the shooting of firearms, and such other activities shall not be pursued or undertaken on any part of the Lot.

14. Each Owner shall refrain from any act or use of his/her Lot which should reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on or upon any Lot. No Lot shall be used in whole or in part for storage of rubbish or any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed, covered structure. However, the foregoing shall not be construed to prohibit temporary deposits or trash, rubbish and other debris for pickup by garbage and trash removal service units.
15. The Declarant reserves the right to grant utility easements of all kinds, including but not limited to easements for gas pipelines, underground and overhead electric service lines, telephone lines, and cable television lines, which affect any or all of the lots, streets, or other property located in this development whether before or after the sale of any lot, of such kind and at such locations as are customarily beneficial, necessary or conducive to the better enjoyment and value thereof.
16. Until such time as a municipal sewage system is available to this development, sewage disposal is to be by septic tank, and to meet the approval of local health authorities. As soon as a municipal sewage system is available, no more septic tanks shall be installed, and sewage disposal shall be by such municipal system, except that existing sewage systems shall be permitted to remain until no longer serviceable.
17. Any judgment(s) and/or lien(s) established or obtained pursuant to the terms and conditions of this **PLAN OF DEVELOPMENT with RESTRICTIVE AND PROTECTIVE COVENANTS against any lots of YADKIN VALLEY HOMES LLC, as described in Plat Book 29 Page 173**, Surry County Registry, shall be subordinate to any and all deeds of trust which also constitute liens against said lots.
18. If the owner of these lots, or any of them or their heirs, assigns or successors in title, shall violate any of the covenants herein it shall be lawful for any person, persons, firms or corporations owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons, firms and corporations violating or attempting to violate any such covenant, and either prevent him, it or them from so doing and/or to recover damages; the costs of the action to include attorney fees which shall be taxed against such violator.
19. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the remaining provisions hereof, and which shall remain in full force and effect.
20. Declarant reserves the right to amend or modify the terms and conditions of these protective covenants and restrictions, provided that at the time of such amendment or modification, Declarant is the owner of at least one Lot in the development, and such

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amendment(s) or modification(s) do not conflict with the harmonious scheme of development as set forth hereinabove.

21. The restrictive covenants may also be amended or modified by a vote of the majority of the owners of the lots at the time, each lot counting as one vote, if it is agreed to modify or amend the covenants in whole or in part, provided that such amendment(s) or modification(s) do not conflict with the harmonious scheme of development as set forth hereinabove.
22. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until May 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the owners of the lots at that time it is agreed to change, modify, or amend, the period of time said covenants shall remain effective.

IN WITNESS WHEREOF, said DECLARANT, YADKIN VALLEY HOMES LLC, has caused these presents to be signed in its name by its Manager, this the 26th day of April, 2013.

YADKIN VALLEY HOMES LLC

By: Paul Faistl, manager
PAUL FAISTL, Manager

NORTH CAROLINA
SURRY COUNTY

I, Melinda C. Cox, a Notary Public certify that PAUL FAISTL personally came before me this day and acknowledged that he is Manager, of YADKIN VALLEY HOMES LLC, a North Carolina Limited Liability Company, and as Manager being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this the 26th day of April, 2013.

Melinda C Cox (SEAL)
Notary Public Melinda C. Cox

My Commission Expires: 11/15/15

