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WAYNE COUNTY, NC
JUDY HARRISON REGISTER OF DEEDS

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NORTH CAROLINA

COUNTY OF WAYNE

RESTRICTIVE AND PROTECTIVE COVENANTS AARON'S PLACE, SECTION FOUR FORK TOWNSHIP, WAYNE COUNTY, NC

KNOW ALL MEN BY THESE PRESENTS Wolfe Investments, Inc., a North Carolina corporation, (hereinafter referred to as "Declarant") being the owner of certain tracts of property shown on a map entitled "Aaron's Place, Section Four", which is recorded in the Wayne County Registry in Plat Cabinet L, Slide 84-G, and more particularly described in the attached Exhibit A, has established a general plan for the improvement and development of said subdivision and does hereby establish the covenants, conditions, reservations and restrictions upon which, and subject to which, all lots and portions of such lots described in the attached Exhibit A shall be improved or sold and conveyed by them as owners thereof. These covenants, conditions, reservations, restrictions and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their heirs, prospective heirs, personal representatives, successors and assigns until the 1st day of January, 2047, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the land subject to these restrictive covenants shall sign and record an agreement to change said covenants in whole or in part.

The covenants, conditions, reservations and restrictions are as follows:

- 1. RESIDENTIAL USE:** Such lots, and each and every one thereof, are for single-family residential purposes only and only one residence shall be allowed per lot. No building or structure intended for or adapted to business purposes and no apartment house, double house, condominium and/or condominiums, lodging house, rooming house, hospital, church, sanitorium or doctor's office, or other multi-family dwelling shall be erected, placed, permitted or maintained on said premises, or any part thereof. No improvement or structure whatever, other than one private dwelling house, patio walls, swimming pool, and customary outbuildings or garage may be erected, placed, or maintained on any lot in said subdivision. Carports are prohibited.

It is further provided that no mobile home (including a so-called "double-wide"), trailer, pre-built home, concrete block structure, basement (unless the basement is a part of the house erected at the same time), tent or shack shall be

erected or placed on any lots covered by these covenants. House trailers (mobile homes) are specifically prohibited, including the storage of such trailers. A mobile home, double wide, pre-built home, or house trailer shall not be allowed or permitted to remain on any lot in this section even if the wheels are removed and/or if it is set upon a permanent foundation.

2. **SIZE:** The minimum space requirements for a residence to be constructed on each lot shall be as follows:

One-Story: One Thousand Five Hundred (1,500) Square Feet (heated space);
and

Two-Story: One Thousand One Hundred (1,100) Square Feet on ground floor (heated space).
3. **SETBACK LINES:** All structures, including garages and outbuildings, shall be set back from the front property line a minimum of sixty (60) feet, from each side lot line, a minimum of ten (10) feet, and from each rear lot line, a minimum of ten (10) feet.
4. **DIVISION OF LOTS AND LOT SIZE:** No lot or lots shall be divided into a parcel or parcels unless it be for the sole purpose of enlarging the properties of adjoining property owners where a vacant lot lies between them.
5. **STORAGE TANKS:** Any tanks for use in connection with any residence constructed on any lot in this subdivision, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or streets. All clothesline, garbage cans, equipment, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets.
6. **FENCES AND PUMP HOUSES FOR WELLS:** No chain link fences or above-ground pump houses for wells may be constructed within the area of the front yard setback line on any lot.
7. **LIVESTOCK:** No livestock, fowl, or animal of any kind, except cats, dogs and other household pets, in reasonable numbers, shall be kept or harbored upon any lot. No animals may be raised for commercial purposes except that the owners reserve the right to allow horses in the future on Lots 1 and 2.
8. **NUISANCES:** No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Owners of vacant lots shall be required to keep undesirable undergrowth from accumulating on their lot to such a degree that it would be objectionable to the adjoining neighbors or the neighborhood in general.
9. **AUTOMOBILES:** No major motor vehicle repairs shall be performed on any lot nor shall abandoned vehicles or junk automobiles be stored thereon.

10. **SIGNS:** No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign shall be permitted. No other sign of any kind or design shall be allowed except a "For Sale" sign which shall not be larger than eight square feet. Nothing herein shall prevent the owners and/or developers of this subdivision from erecting and maintaining signs as approved by the architectural committee promoting or advertising this subdivision, and Declarant may remove the subdivision signs at their pleasure.
11. **OUTBUILDINGS:** No outbuildings shall be erected or placed on any lot covered by these covenants, except outbuildings which enhance the beauty of the overall permanent landscaping and blend with the permanent home structure. No metal or prefabricated outbuildings shall be permitted.
12. **STORAGE:** Any boats, trailers, and/or mobile campers, shall be stored behind the building setback and concealed from the view of any street. Under no situation are boats and mobile campers to be stored nearer than 10 feet to any side or rear lot line.
13. **FIREARMS:** No firearms of any make, or weapons of any size or caliber, including pistols, rifles, air rifles or shotguns, shall be fired upon the property for any purpose.
14. **SUBDIVISION INGRESS:** No lot, or lots, or parts thereof shall be used as a right-of-way to ingress or egress over, across or into Aaron's Place, Section Four, from adjoining property without the written permission of a majority of the lot owners subject to these restrictive covenants. Nothing herein, however, shall limit Declarant from installing new streets upon adjoining land owned by them.
15. **EASEMENT OF UTILITIES:** Declarant reserves an easement for, and the right at any time in the future to grant a right of way for the installation and maintenance of public utilities across that portion of any property subject to these restrictive covenants that is within the minimum set back lines.
16. **RIGHTS OF DECLARANT:** Declarant reserves the right to subject the real property subject to these restrictive covenants to a contract with Carolina Power and Light Company for the installation of underground electric facilities for service to the residents. This contract may require initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the purchaser of any of said lots.

The subdivision property may also be subjected to a contract with Carolina Power and Light Company for the installation of a street lighting system which requires each lot owner to pay a portion of the monthly charges for the installation and maintenance of such a system, and each owner shall be bound to contribute his proportionate share of the cost of this system whether or not he individually desires street lighting and regardless of where said street lights are placed.
17. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. Incinerators or other equipment for

the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. **USE BY DECLARANT:** Declarant retains the right to farm the unused lots in this subdivision, but agrees not to raise livestock thereon.
19. **TERM AND ENFORCEMENT:** These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2047, and thereafter as provided herein. If the parties hereto or their heirs or assigns or any other person, firm or corporation who or which may hereafter acquire any lot or lots subject to these restrictive covenants violate or attempts to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property subject to these restrictive covenants to prosecute a proceeding at law or in equity against the person or person violating or attempting to violate any such covenant to either prevent it, her, him or them from doing or to recover for such violation
20. **ASSESSMENTS:** Declarant herein contemplates the establishment of a non-profit corporation to be known as the Aaron's Place Homeowners Association, and all owners of property subject to these restrictive covenants hereby agree to become and shall automatically so become members of said Homeowners Association when so formed by Declarant, and said lot owners agree to abide by the corporate charter, bylaws, and rules and regulations of said Homeowners Association and agree to pay pro rata charges and assessments which may be levied by said Homeowners Association when so formed. Until the above contemplated Homeowners Association is formed or in the event the same is not formed, Declarant reserves the right to assess the owners of the lots subject to these restrictive covenants an annual assessment to provide for the maintenance and repair of all common roads within the subdivision and to maintain the entrance and road signs and all street lights and landscaping adjacent to such roads in a manner consistent with the overall appearance of the subdivision. Such annual assessment must be fixed at a uniform rate for all lots subject to these restrictive covenants and shall initially be \$100.00 per year for each lot. Thereafter, assessments may not be increased annually by more than fifteen percent (15%) of the prior year's assessment. Such assessment shall be paid directly to Declarant by the 31st day of January each year. Due to the cost of development of this subdivision, Declarant shall be exempt from the payment of any annual assessment.

In addition to the annual assessment authorized above, Declarant may levy, in any year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a common roadway. Such special assessment may be levied only after obtaining the written consent of the owners of at least 51% of the aggregate number of lots then subject to these restrictions.

21. **ARCHITECTURAL DESIGN:** In order to maintain architectural beauty in the subdivision and to guard against the erection therein of poorly or unsuitably designed or proportioned structures, no building shall be erected or allowed to remain on said property, nor shall any alteration of any building on said property be made, until the plans have been approved by the architectural committee hereinafter provided for in the following manner:

- A. The proposed builder shall submit the plot plan showing the location of the building on the lot and the preliminary plans and specifications showing the type and exterior lines of the building to the architectural committee and obtain its approval thereof.
- B. Before obtaining a building permit, the proposed builder shall submit the working drawings to the architectural committee and it shall approve the same if it determines that the same are in accordance with the preliminary plans and specifications.
- C. All roofs on single story houses must have a roof pitch of at least seven feet (7') in vertical height for each twelve feet (12') of horizontal distance covered.

The architectural committee shall be composed of three or more persons to be appointed by George M. Wolfe, president of Wolfe Investments, Inc., or his successor in title to the unsold lots of the subdivision. In the event the majority of the architectural committee fails to approve or disapprove any preliminary or final plans within thirty (30) days after the same have been submitted to it, or if no suit to enjoin the erections 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. All compensation for the services of the architectural committee shall be paid by the owners of the unsold lots of the subdivision or their successors in title in proportion of their respective ownership of the remaining lots in the subdivision.

- 22. **SEVERABILITY:** Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations, and restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.
- 23. **EXISTING BUILDINGS:** These restrictions shall not be used to force the owners of this subdivision to remove any existing buildings.
- 24. **ADDITIONS TO EXISTING PROPERTY:** At any time, additional lands may be annexed by the Declarant and therefore become subject to this Declaration by the recording by Declarant of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed.

IN WITNESS WHEREOF, Declarant, Wolfe Investments, Inc., has caused this Agreement to be executed for the purposes therein expressed and have hereunto set their hands and seals, this 12 day of June, 2017.

WOLFE INVESTMENTS, INC.

BY: George M. Wolfe (SEAL)
George M. Wolfe, President

North Carolina
County of Wayne

I, Linda Powers, a Notary Public of the aforesaid County and State, do hereby certify that George M. Wolfe, as President of Wolfe Investments, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of the corporation.

Witness my hand and notarial seal/stamp, this 12th day of June, 2017.

Seal/Stamp
My commission expires:

Linda Powers
Notary Public

