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Prepared by & return to: Tiffany N. Naylor, Attorney at Law, PO Box 2148, Clinton, NC 28329

DECLARATION OF RESTRICTIVE AND PROTECTIVE
COVENANTS FOR SOUTH RIDGE ESTATES SUBDIVISION

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made as of the 29th day of January, 2025 by MINNIE F. WEBB (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, it is the desire and intention of Declarant to impose on the Property covenants, conditions and restrictions under a general plan or scheme of improvement for the benefit of all of the Property and the future owners thereof; and,

WHEREAS, the Property shall be comprised of single family residential lots ("Lot(s)"), and shall be known as SOUTH RIDGE ESTATES Subdivision, Phase One, as shown on that plat recorded in Map Book 118, Page 95, Sampson County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

No building site preparation (including, but not limited to grading, elevation work, or sloping) or initial construction, erection or installation of any improvements, including but not limited to, buildings, fences, signs, walls, bulkheads, screens, equipment, or other structures shall be commenced, erected, placed, altered or maintained upon any Lot, until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors, siding, location and elevations of the proposed improvements shall have been submitted to, and approved in

writing by the Declarant, as to harmony of external design and location in relation to surrounding structures and topography. In the event the Declarant fails to approve such submission made by any owner of a Lot ("Lot Owner" or "Member") within thirty (30) days after said plans and specifications have been received by the Declarant, approval will be deemed to have been granted. Any plans and specifications that contain inaccurate or missing data or information when submitted shall not be deemed to be approved notwithstanding any prior approval by the Committee.

Upon request, the Declarant shall provide any owner with written notification stating that any such work, plans and specifications have been approved, and the notification may be relied upon by third parties.

Approval or disapproval by the Declarant of such plans, location or specifications may be based upon any grounds, including purely aesthetic and environmental, which in the sole discretion of the Declarant, it shall deem sufficient. The Declarant shall not be responsible for any defects in the plans and specifications submitted to it or in any structure erected or improvements made on any Lot.

The Declarant, or his appointed agents, shall have the right, at their election, but shall not be so required, to enter upon any of the Lots during site preparation or construction, erection, or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications.

The Declarant shall have the power to grant, and may allow, variances of, and adjustments of, the restrictions established herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the restrictions contained herein; provided, however, that variances or adjustments are done in conformity with the intent and purposes hereof; and, provided also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other Lots in the immediate neighborhood. Variances and adjustments may be of the height, size, and setback requirements, but shall not be limited thereto. No variance shall be permitted if it violates governmental minimum standards.

In the event of the grant of any variance in the restrictions established herein, the Declarant shall execute a document acceptable in substance to the Declarant attesting to such grant and the specific nature thereof in form suitable for recording, so that the Lot Owner may record the document in the Registry of the County in which the Lot is located. Such document shall be prepared at the cost of the Lot Owner and shall be binding upon the Declarant, its successors and assigns, and other Lot Owners and may be relied upon by third parties to evidence the variance approval.

The Declarant shall continue to require architectural approval until the earlier of (i) five (5) years from the date of the filing of this Declaration or (ii) the date which is six (6) months after sale of the last Lot by Declarant, such sale date to be the date a deed for such last Lot is recorded in the Sampson County Registry.

After discontinuance of the architectural review by Declarant, architectural control will be turned over to the Homeowner's Association and its elected officials.

Any purchaser of a lot or institution financing a lot shall rely on the foregoing statement.

ARTICLE II

RIGHT TO CREATE HOMEOWNERS' ASSOCIATION

The Declarant shall have the right to create a separate homeowners association (the "Association") for street maintenance and the maintenance and control of any property, that is not a residential lot within the subdivision and the voting Members of the Association shall be the Lot Owners. The Association shall own and maintain any "Common Area" which shall mean all real property and any improvements constructed thereon including but not limited to private roads, playground and picnic area(s) and open space, if any, owned by the Association for the common use and enjoyment of the Owners or members of the Association, as may be designated on any subdivision map of the Property or by the Association. Common Area shall also include the access or pedestrian easements leading to the Common Area. Declarant shall own and maintain any "Common Area" until such time as the Association is created and the Common Areas are conveyed to the Association. The Common Area to be owned by the Declarant or Association at the time of the conveyance of the first Lot is all of that Property other than the Lots. Declarant shall convey the Common Area, if any to the Association free and clear of any liens prior to the conveyance of a Lot.

ARTICLE III

USE RESTRICTIONS

Section 1. Use of Property. No portion of the Property (except for a temporary office of the Declarant and building models used by Declarant) shall be used except for single-family residential purposes and for purposes incidental or accessory thereto.

Section 2. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be, or may become, a nuisance or annoyance to the neighborhood.

Section 3. Animals. No animals, birds, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, pet birds or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes and are controlled in accordance with applicable governmental ordinances and are not a nuisance to other Lot owners.

Section 4. Offensive Behavior. No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof. All laws, orders, rules, regulations, ordinances, or requirements of any governmental agency having jurisdiction thereof, relating to any Lot or any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain such portion of the Property.

Section 5. Business. No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any Lot, except that the Declarant or its agents may use any unsold Lots for sales or display purposes, Declarant may maintain a sales or rental office on the Property and Declarant may maintain other amenities

to the Property. Home offices are allowed granted no advertisement signs are displayed on the property and vehicle traffic is not increased.

Section 6. Signs. No Lot Owner shall display, or cause, or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any Lot except as required by local governmental authority; provided, however, that the Declarant, or its respective agents, may place "For Sale" or "For Rent" signs on any Lots for sale; provided, however, that during the development of the Property and the initial marketing of Lots, the Declarant may maintain a sales office and may erect and display such signs as the Declarant deems appropriate as aids to such development and marketing, provided that such signs do not violate any applicable laws. Such permitted signs shall be placed in the approximate center of a Lot and six feet from the road curb. No sign shall be nailed to trees.

Section 7. Parking. No boats, trailers, campers, motorhomes, trucks, tractors, shall be parked in the front yard of any Lot or on any right of way of any roads or streets within the Property or adjoining the Property by any Lot Owner, its family members, tenants or contract purchasers. No more than two (2) of such vehicles may, however, be parked in the rear yard of a Lot and only if screened by natural vegetation or fencing from any roadway view. No junk automobiles or portions thereof, no non-operative or unlicensed vehicles of any nature, nor any motor vehicle dismantling or repairing is permitted on the property subject to this DECLARATION. Delivery and maintenance vehicles are permitted.

Section 8. Trailers etc. No trailers, mobile homes, modular homes, or habitable motor vehicles or other structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters or storage units used by the contractor during the construction of a dwelling, garage or accessory building, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after completion of construction. Mobile storage or POD units are permitted for no more than thirty (30) days for residents to move in or out.

Section 9. Fuel Tanks. No fuel tanks (including propane tanks) or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or within a screened area, or buried underground; provided, however, that nothing contained herein shall prevent the Declarant from erecting, placing or permitting the placing of tanks, or other apparatus, on the Property for uses related to the provision of utility or other service.

Section 10. Guest Facility and Outbuildings. A guest apartment or guest facility may be included as part of a main detached single-family dwelling. In addition, all accessory buildings or outbuildings must be first approved by the Declarant.

Section 11. Subdividing. No Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Declarant during the period Declarant owns any of the Property. However, the Declarant hereby expressly reserves unto itself, its successors and assigns, the right to replat any two (2) or more Lots shown on the plat of any subdivision of the Property in order to create one or more modified Lots; to recombine one or more Lots to create a larger Lot; to eliminate from this Declaration Lots that are not otherwise buildable or are needed for access to any area of the Property or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such re-platted Lots suitable and fit as a building site or access area or roadway, said steps to include, but not to be limited to the relocation

of easements, walkways, and rights-of-way to conform to the new boundaries of the said replatted Lots.

Section 12. Mineral Extraction. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, nor oil, gas or mineral exploratory activity, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or in, or under, any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot; nor shall sand, clay, or other materials be mined or removed from any Lot for use elsewhere.

Section 13. Antennae. Exterior radio antennae, aerials, disks and dishes for reception of commercial broadcasts shall not be permitted on any Lot (except television antennae and small 18" or 30" satellite dishes will be permitted so long as they are placed in the rear yard or attached to the roof or to rear portion or side portion of the house) and no other aerials, disks and dishes (for example, without limitation, amateur short wave or ship to shore) shall be permitted on any Lot without permission of the Architectural Committee as to design, appearance and location.

Section 14. Construction Limitations. During construction, all vehicles involved, including those delivering supplies, must enter the Lot on a driveway only as approved by the Declarant so as not to damage unnecessarily trees, street paving and curbs. During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, trees, etc., must be removed from each Lot by builder as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the Property.

Section 15. Firearms; Hunting Prohibited There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted on the Property.

Section 16. Unsightly Growth. Each Lot shall be maintained in a neat condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels.

Section 17. Fences. No fences are permitted in the front yard or side yards of a Lot beyond the midway point of the side gables of the house. In addition, only fences of a maximum height of six (6) feet and made of vinyl, powder coated aluminum or stained wood shall be permitted on the rear portion of the Lot.

Section 18. Independent Covenants. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid, or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

ARTICLE IV

BUILDING RESTRICTIONS

Section 1. Square Footage. Any dwelling erected on a detached single-family residential Lot shall contain a minimum enclosed dwelling area of 1,400 square feet. The term "enclosed dwelling area" as used in this Section 1 shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, that the term specifically does not include garages, terraces, open porches, decks, stoops and like areas regardless of heating or cooling.

Section 2. Setback Lines. In no case shall the setback lines be less than that required by the governmental agency having jurisdiction over the Property.

Section 3. Foundations, Exterior Material, Height and Accessory Building. All foundations must be brick, stone or parged block. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any detached single-family residential Lot other than a detached single family dwelling not to exceed two and one-half (2½) stories in height, unless the Declarant approves in writing a variance permitting a structure of more than two and one-half (2½) stories, and a garage and small accessory building (which may include a pool house, servants' quarters, or guest facilities), provided, the use of such dwelling or accessory building does not in the opinion of the Declarant overcrowd the site. Such accessory building may not be constructed prior to the construction of the primary dwelling. All detached garages and accessory buildings must be first approved by the Declarant.

Section 4. Multi-Family Use Prohibited. No multiplex residence or apartment house shall be erected or placed on, or allowed to occupy, any detached single-family residential Lots, and no dwelling once approved and constructed shall be altered or converted into a multiplex residence or apartment house.

Section 5. Remedies. If the finished dwelling, garage, accessory building or other structure does not comply with the submitted and approved plans and specifications, the Declarant retains the right to make the necessary changes at owner's expense to comply with the approved plans and specifications, the right to treat such charge or cost as an assessment, the right to file under the North Carolina lien laws a notice of liens for any costs incurred, and the further right to resort to all remedies provided under the laws of North Carolina for the recovery of such costs and the expenses of collection, including without limitation, reasonable attorneys' fees. Any changes in plans or specifications must first be reapproved by the Declarant in accordance with the procedure herein specified for architectural control.

Section 6. Trash Receptacles. Each Lot Owner shall provide receptacles for garbage in an area not generally visible from the road; or provide underground receptacles or similar facilities.

Section 7. Driveways. All driveways from the street to each house shall be concrete.

Section 8. Ditches and Rights of Way. Each Lot Owner shall install sod in the ditches and rights of way adjoining their Lot and ensure that such sod remains in good condition.

Section 9. Variances. The Declarant shall be empowered with the right to grant, in writing, variances to the requirements imposed in this Article where unintentional errors occur, or topographical conditions exist that would result in a minor violation of such restriction. Violations that do not exceed five (5%) of the minimum requirements shall be deemed minor.

ARTICLE V

EASEMENTS

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Utility Easements. Some or all of the Lots shall be subject to such easements for water lines, sanitary sewers, storm drainage, gas lines, telephone and electric power line and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Property to this Declaration.

Section 3. Easement for the Benefit of Governmental Authorities. An easement is hereby established for the benefit of any governmental authority having jurisdiction over the Property, or other governmental agency, over all the Lots for the setting, removing and reading of water meters (which shall be separate for each Lot), maintaining and replacing water, sewage and drainage facilities, for police protection, fire-fighting and garbage collection and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Property. In no case shall the governmental authority or other responsible agency, be responsible for failing to provide any emergency or regular fire, police, or other public service to the Property or to any of its occupants when such failure is due to the lack of access to such area due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, the Owners or occupants. All conveyances of any portion of the Property shall be subject to these limitations on the governmental authorities' responsibilities.

Section 4. Recorded Easements. There may be reserved easements as shown on the recorded map or maps of the subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

These reservations of easements expressly include the right to cut any trees, bushes, shrubs or growth, the grading, cutting, or ditching of the soil and any other actions necessary to complete installation.

Section 5. Electricity. Declarant reserves the right to subject the Property to a contract with a public utility provider for (i) the installation of underground electric cables which may require an initial contribution and/or (ii) the installation of street lighting, which may require a monthly payment to the Association by the owner of each Lot.

Section 6. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

ARTICLE VI

QUIET ENJOYMENT

No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or become a nuisance or annoyance to the neighborhood.

ARTICLE VII

ENFORCEMENT

The Declarant, the Association, if any, or any owner of any Lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations imposed by the provisions of this Declaration either to restrain violation or recover damages. Failure by any Owner, the Association, or the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VIII

ANNEXATION

If within ten (10) years of the date of recording of the Declaration, the Declarant should acquire and develop additional land adjacent to the Property, or adjacent to property annexed by Declarant, (land adjacent shall include land across a street from the Property) such land may be annexed by the Declarant without the consent of members; and, in doing so, Declarant may file and record such amendments to this Declaration as are necessary without the consent of the members in order to subject such additional lands to the terms of this Declaration and the jurisdiction of the Association. Annexation of additional lands shall be accomplished by recording in the Office of the Register of Deeds in the county in which the Property is located, a Declaration of Annexation, by the Declarant, describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Property on the date of recordation of the Declaration of Annexation, and in the case of annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation.

ARTICLE IX

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE X

TERM

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the Lots (exclusive of any mortgage holder or trustee under a deed of trust), it

is agreed to this Declaration in whole or in part, or to terminate it. Such modification or termination shall not be effective until the recording of a document of modification or termination in the Office of the Sampson County Register of Deeds.

ARTICLE XI

DECLARANT AMENDMENTS

This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Housing Administration (FHA), or Veterans Administration (VA), to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not materially adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed the day and year first written above.

DECLARANT:



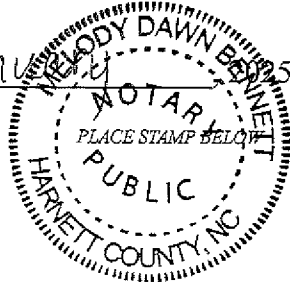
MINNIE F. WEBB

STATE OF NORTH CAROLINA
COUNTY OF Harnett

I, Melody Dawn Bennett, a Notary Public of said county and state,
do hereby certify that MINNIE F. WEBB personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 29 day of January, 2025.

Melody Dawn Bennett
Notary Public



My commission expires: 09/05/2026