

BK 1336PG0408

MARGARET SEYMOUR  
REGISTER OF DEEDS  
LENOIR COUNTY

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

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**INDEXED**

AMENDED  
DECLARATION OF  
COVENANTS AND EASEMENTS

THIS DECLARATION OF COVENANTS AND EASEMENTS made and entered into this the 18 day of July, 2002 by and between DANFIELD DEVELOPMENT, LLC, (hereinafter called "Declarant"); and ALL PROSPECTIVE PURCHASERS of the property hereinafter described;

WITNESSETH

WHEREAS Declarant is the owner of the property hereinafter described and desires to impose upon said property certain restrictive and protective covenants and to reserve certain easements and executes this document in order to do so; and

WHEREAS Declarant intends that this Amended Declaration will replace that certain Declaration recorded in Book 1299, Page 686, Lenoir County Registry.

NOW, THEREFORE, for and in consideration of the benefits to property hereinafter described and the owners thereof, Declarant hereby does declare that the restrictive and protective covenants herein contained and the easements hereby reserved shall be impressed upon and run with the property hereinafter described, shall be a burden upon and benefit to such property, and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof and shall inure to the benefit of the owner of each part of said property or any part thereof.

The restrictive and protective covenants and easements are:

1. The property benefited and encumbered by the restrictive and protective covenants and easements herein contained is Lots 1 through 64 as same are shown and delineated on a map entitled Dogwood Creek, said map being recorded in Plat

336  
27/08

Cabinet 8, Page 288 in the office of the Register of Deeds of Lenoir County. No property other than the aforesaid lots are restricted by these covenants and there is no obligation to impose these or similar restrictions on any other property. As used herein, the word "lot" shall mean one of the numbered lots as same are shown and delineated on the aforesaid map and shall not mean any other tract of land.

2. Each lot shall be used for single family residential purposes only. No structure shall be erected, placed or permitted to remain on a lot other than one detached, single family residential dwelling for use as a single family residential dwelling. Such single family residential dwelling may include a private garage and appurtenant outbuildings. No metal storage building shall be placed or permitted to remain upon any lot. Only one single family may reside on any lot at any one time. Any residential dwelling erected upon any lot shall contain not less than 1100 square feet of floor heated area exclusive of garages.

3. All dwellings and out-buildings erected 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. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stone roll siding, or of concrete blocks. No "shell home" as that term is generally understood at this time in this area shall be erected or allowed to remain on any lot.

4. Any driveway located between the front face of a residential dwelling or the front face of a garage and the street on which the residential dwelling or garage front shall be paved with concrete for a width of at least 10 feet. All such paving shall be performed and maintained in a professional and aesthetically pleasing manner.

5. No residential dwelling, garage or other outbuilding shall be located nearer to any street, any side lot line or any rear lot line than the setback lines shown on the recorded plat. This covenant and the setback lines shown on the recorded plat shall not apply to stoops, porches, steps, fireplace chaises or roof overhangs. An error

in the placement of structures in an amount less than ten percent (10%) of the setback requirement in question is not a violation of the provisions of these restrictive covenants or the setback lines shown on the recorded plat.

6. No chain link fence shall be located on a lot nearer to the street than the front face of the residential dwelling located on the lot. No fences located on any lot shall exceed five (5) feet in height. No fence located between the front face of the residential dwelling located on the lot and the street on which the lot fronts shall exceed three (3) feet in height and any such fence constructed of wooden materials, shall not create a visual obstruction to neighboring lots and shall be able to be viewed through by passersby.

7. No stripped, wrecked, partially wrecked or junked motor vehicle or motor vehicle parts shall be permitted to remain upon any lot. Any vehicle for which license plates and registration are required for highway operation and which is located upon any lot outside an enclosed structure shall have current license plates and registration.

8. No animals, livestock or poultry shall be raised, bred or kept on any lot except dogs, cats or other household pets in reasonable numbers may be kept, provided they are not kept, bred or maintained for any commercial purposes. No more than three (3) household pets of any type (excluding puppies or kittens born to such household pets and which are less than nine (9) weeks of age) may be kept on any lot. Any enclosed dog or cat pen shall be located at least fifteen (15) feet from any lot line and the total amount of enclosed surface area in all such pens located upon a lot shall be no larger than one hundred (100) square feet.

9. No sign, billboard or advertising placard of any kind shall be erected or allowed to remain on any property subject to this declaration, or any addition thereto, provided, however, an individual Lot owner may identify the property address by a small, dignified sign, and a single "For Sale" sign not exceeding two (2) feet by three

(3) feet in size may be placed on a Lot during the time the property is actively being marketed for sale. Nothing contained herein shall prohibit a developer from erecting such identifying and/or informational signs during property development stages as it may deem necessary. Subdivision identification and entrance signs placed by the Declarant and located within the Subdivision.

10. The exterior side surface of any building located upon any lot shall be of wood brick, stone, vinyl or stucco. All plans for construction of any building on any lot shall be approved in writing by Declarant and, after such approval, such construction shall be performed strictly in conformity with such approved plans. All roof pitches at least 4/12.

11. No trash or debris may be stored on any lot. Once construction has been undertaken on a lot, said lots shall be mowed regularly in order to present a neat and orderly appearance to neighbors and to passersby.

12. No modular home, factory assembled home, mobile home, house trailer or double wide mobile home shall be located or permitted to remain upon any lot.

13. No satellite dish may be located nearer to the street than the rear face of the residential dwelling located upon the lot. No permitted satellite dish shall exceed thirty (30) inches in diameter.

14. No outdoor poles, clotheslines, playground appliances or other similar equipment shall be erected on any lot between the rear face of the residential dwelling and the street on which the residential dwelling fronts. All such equipment shall be kept in the back yard of the lot.

15. No trucks or other vehicles in excess of three-quarter (3/4) ton load capacity shall be parked or kept overnight or longer on any lot or on the street on which the lot fronts except during the construction period.

16. No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

17. No towers of any kind shall be erected on any lot.

18. This developer reserves the right to subject the real property in this subdivision to a contract with CP&L for the installation of street lighting, which requires a continuing monthly payment to CP&L by each Lot owner who is a residential customer.

19. No temporary structure, tent, shack, garage, barn or other outbuilding shall be used as a residence, either temporarily or permanently. Detached garages and/or storage sheds are permitted provided they shall be designed and constructed in a style and of a material consistent with the style and materials of the main covering, and in no event shall more than one (1) detached structure per lot be permitted. Any storage shed constructed on a Lot shall not exceed 250 square feet in size. If a garage, detached or otherwise, is constructed on the subject property, such garage shall have minimum size sufficient to house one (1) full size passenger automobile and shall not exceed a maximum size sufficient to house three (3) full sized passenger automobiles. Any storage shed build in conjunction with a detached garage or a garage incorporated into the main dwelling, shall not exceed the 250 square feet stated herein.

20. Any dwelling constructed on a Lot that utilizes a concrete slab foundation shall have said concrete slab elevated a minimum of two (2) courses of standard size foundation block plus one (1) course of cap block, or twenty-four (24") inches, whichever is less, above the surrounding rough ground level. After final yard landscaping, said concrete slab should be a minimum of twelve (12") inches above the surrounding finished ground level; so that there shall be at least twelve (12") inches of exposed foundation per slab-build home. All dwellings shall have a finished brick, stone or stucco foundation or curtain wall around the base of said swelling.

21. In addition to any utility or drainage easement shown on the subdivision plat(s), the Declarant hereby reserves for itself, and its successors or assigns, the following easement or right-of-way for the purpose of establishing, constructing and maintaining any underground utility, conduits, and wires for telephone, electric power, cable television or other similar utility services and to lay, install and maintain facilities for sewage, potable and non-potable water, gas, storm drainage and other such utility service or drainage requirements, such reserved easements and right-of-ways being over, on and under the following areas, to wit:

Twenty (20) feet along all front lot lines;

Fifteen (15) feet along all rear lot lines;

Twenty (20) feet along all side lot lines that abut a street;

Ten (10) feet centered along all interior lot lines.

No portion of said easement shall be obscured, blocked or impeded from its stated purpose, except that driveways may be placed across said easements where necessary. The reservation of such easements and right-of-way shall not be construed as an obligation of Declarant to provide and maintain any such utility service.

22. The Declarant reserves the drainage and utility easements as shown and delineated on the aforesaid map.

23. These covenants shall run with and bind the lots shown and delineated on the aforesaid map until for a period of twenty (20) years from the date of recording of this Declaration, after which time they automatically shall be extended for successive periods of five (5) years. These covenants may be amended in full or in part at any time by an instrument signed by not less than two-thirds (2/3) of the owners of the aforesaid lots. It is provided, however, that no such amendment shall affect any rights herein granted to, or reserved, by Declarant unless the Declarant joins in the execution of the amendment.

24. The Declarant shall have the right to create an owners association (herein referred to as the Association) which shall be incorporated as a non-profit corporation under the laws of the State of North Carolina. If created, each lot owner in Dogwood Creek Subdivision shall be a mandatory member of the Association and each lot shall be entitled to one vote on all matters for which the Association is established. The Association shall have the right to levy uniform assessments against each lot in Dogwood Creek Subdivision for the maintenance and upkeep of all ditches and streets within the subdivision. Prior to the time the roads and rights of way within the subdivision are offered to and accepted by the state of North Carolina for maintenance, it shall be the responsibility of the Association to maintain the roads and the related drainage facilities. Prior to the time an Association is formed or the roads are accepted for maintenance by the state, it shall be the responsibility of the Declarant to maintain the roads and related drainage facilities. No individual property owner shall be permitted to change the general structure of any drainage facility, ditch or culvert without the express written consent of the Association or the Declarant if no Association has been formed. Any assessment established by the Association shall constitute a lien on each lot for the amount assessed against that Lot, until paid, which lien may be judicially foreclosed. The Declarant shall also have the right to adopt such rules, regulations and bylaws regarding the operation and administration of the Association as deemed necessary by the Declarant. Association shall oversee open property.

25. Enforcement of these restrictions shall be by a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant or condition. The prevailing party in any enforcement action shall be entitled to recover his or her reasonable attorneys' fees. These covenants shall run with the title to the aforesaid lots and be binding on all persons acquiring title to all or any of said lots.

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IN TESTIMONY WHEREOF Declarant has caused this instrument to be signed and sealed in a manner so as to be binding, this the day and year first above written.

Danfield Development, L.L.C.

Cecil Terry Daniels (Seal)

By Member Manager

Ronald W. Benfield (Seal)

By Member Manager

STATE OF NORTH CAROLINA

COUNTY OF Tredell

I, Teresa C. Matlock, a Notary Public in and for said County and State, do hereby certify that RONALD BENFIELD and TERRY DANIELS personally appeared before me this day and acknowledged that they are the Member Managers of Danfield Development, LLC a North Carolina Limited Liability Company, and the due execution of the foregoing instrument for the purposes and intents therein expressed.

WITNESS my hand and notarial seal this the 18 day of July, 2003.

Teresa C. Matlock

Notary Public

My Commission Expires:

2-21-2004





BK 1336PG0416

STATE OF NORTH CAROLINA  
COUNTY OF LENOIR

The foregoing certificate of Jessie C. Matlock, a  
Notary Public of ~~said~~ County and state, is certified to be correct. This instrument was  
presented for registration this day and hour and duly recorded in the office of the Register  
of Deed of Lenoir County, North Carolina, in Book 1336, Page 408.

This 23 day of July, 2008, at 11:19  
o'clock A M.

Margaret Seymour  
Register of Deeds

By: Sheryl Dawson  
Deputy