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Alamance County, NC
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Muriel W Tarpley, Register of Deeds

NORTH CAROLINA

**RESIDENTIAL REAL ESTATE
RESTRICTIONS -TIMBER RIDGE
ESTATES, LLC**

ALAMANCE COUNTY

*Proposed by + return to
Muriel W Tarpley*

➔ **KNOW ALL MEN BY THESE PRESENTS** that Timber Ridge Estates, LLC, a North Carolina limited liability company, hereinafter sometimes referred to as "Developer", hereby covenants and agrees to and with all persons, firms and corporations now owning or hereafter acquiring any one portion of Lot 1, subdivision of Property Estate "Paul F. Schreiber & wife, Rosa B. Schreiber", a plat of which is recorded in the Office of the Register of Deeds for Alamance County, North Carolina, in Plat Book 69 at Page 92, that said property is hereby subjected to the following restrictions as to the use thereof and that said restrictions are to run with the said property and every part thereof by whomsoever owned, to-wit:

1. **Preamble.** These protective covenants are declared for the purpose of insuring the best use and most appropriate development of the property and each building site therein; to protect the owners of building sites against such improper use of surrounding building sites 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 obtain harmonious color schemes; to insure the highest and best development of such property; to encourage and secure erection of attractive homes thereon, with appropriate locations thereon of building sites; to secure and maintain proper set-backs 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 the purchasers of building sites therein.

2. **Residential Use.** Said property shall be used for single family residential purposes only, and no lot shall be put to a use which is not residential. Provided, however, accessory buildings may be used for incidental business or craft activities so long as such activities do not create a disturbance or a nuisance, and that there are no display of goods or signs advertising such activities. There shall be no employees except for those residents who reside on the premises. No equipment or process shall be used

which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises or causes fluctuations in line voltage off the premises. No commercial farming, including hogs and chickens. No business except home offices. This does not prohibit a property owner from using his primary residence as his business office.

3. **Public Utilities.** No lot shall be used except for residential uses as provided; however, neither this provision or any other provision hereof shall be construed to prevent the granting of easements for the relocation of existing public utility lines or cable television lines for the service of any lot or lots in the subdivision provided that such easements are executed by the owners of the land over which they are to pass. Easements are reserved for public utilities and for cable television lines within ten (10) feet of all lot lines as may be necessary for the service of the subdivision by such utilities. Such may be located above or below ground. Drainage easements are reserved as shown on the recorded plat. All utilities (including oil tanks, propane tanks, electric and phone lines) must be underground.

4. **Type of Structure.** Only one residential dwelling and appurtenant structures shall be permitted on lots. All structures must be compatible with the architectural scheme of the development. It is the intent of the developer to permit only conventional stick built homes that conform to North Carolina Building Codes on all lots. Manufactured homes and modular on frame homes shall not be permitted. Provided however, modular off frame homes shall be permitted with approval of the Architectural Committee. Modular homes defined as 1 1/2 story with 9/12 roof pitch or 2 story modular homes.

All homes shall be placed on a permanent foundation made of brick, masonry or stucco foundation, subject to approval of the Architectural Committee.

The Architectural Committee shall be authorized, if development harmony will not be violated, to permit summer houses, pagodas, greenhouses and houses for storage of lawn and garden tools and supplies.

5. **Size of Dwelling.** No dwelling shall be erected or allowed to remain on said property having a heated living area less than the following:

Single Story	1800 sq. ft. heated*
Story and a Half	1500 sq. ft. heated, with 1000 sq. ft. on 1 st story*
Two Story	2000 sq. ft. heated, with 900 sq. ft. on 1 st story*

*plus attached 2-car garage

For purposes of this paragraph, "living area" shall be deemed to exclude porches, garages, carports and other areas (on whatever story level) wherein the walls, ceiling, floor, plumbing, wiring and heating are not completely finished and suitable for living. The total ground area covered by the dwelling and all other buildings shall not exceed forty-five percent (45%) of the total lot area.

6. **Set Back Requirements.** All set back requirements shall be:

Front – 75'	Rear – 30'
Side – 30'	Side St. – 30'

PROVIDED HOWEVER, when, because of the size and shape of any lot as now platted, or for any other good reason, application of this covenant would work undue hardship, the Architectural Committee is authorized to grant in writing a hardship adjustment modifying the provisions of this covenant. Any such change shall be effectuated by a written document in recordable form and recorded in the office of the Register of Deeds for Alamance County.

7. **Sewer and Water Service.** No dwelling shall be erected, maintained or used on said property that is not provided with an adequate water system and septic system for sewage disposal.

8. **Electric Service.** No dwelling shall be erected, maintained or used on said property that is not connected to the main electrical power line by an underground power line.

9. **Temporary Structures.** No residence of a temporary character shall be erected or allowed to remain on said property, and no trailer, basement, tent, shack, garage or other building shall be used as a residence, either temporarily or permanently.

10. **Detached Structures.** No detached structures, carport, garage, accessory or other building shall be erected on said property without the express approval of the Architectural Committee. Unless otherwise approved, all such structures shall be a part of the main dwelling and built in accordance with the general architectural plan thereof; provided, however, that attached carports and adjacent storage areas are permitted if the same are covered by roof areas attached to the dwelling, are neat in appearance and are of appropriate architectural design consistent with the design of the dwelling.

11. **Fences.** Fences shall be permitted in a back yard only. Any fence shall be neat in appearance, of permanent structure and properly maintained. No fence shall be maintained in such a manner as to obstruct or block the normal flow of drainage water along the drainage easements. Chain link fences are not allowed beyond the front corner of the dwelling toward the street.

12. **Driveways.** Any dwelling erected on said property shall be served by a private driveway to be connected to the public street, extending from the pavement thereof as permitted by the County of Alamance, to a garage or carport erected in compliance with the provisions hereof. All driveways shall be at least 10 feet wide and shall be no nearer than 2 feet to an interior lot line.

13. **Drainage - NC DOT Standards.** To comply with North Carolina Department of Transportation standards for allowing subdivision streets to be accepted for State maintenance, all lot owners, by acceptance of a deed, agree that:

- (a) All pipe culverts and storm sewers must be free of all silt and debris and shall be correctly installed and properly functioning to drain the roadway. Only reinforced concrete pipe is acceptable for use within the right-of-way and must be 15" or longer.
- (b) The shoulders, ditches and backslopes of the streets must have an acceptable permanent vegetative cover and any necessary permanent erosion control measures must be maintained along any streets by the lot owners.
- (c) Rigid mailbox stands constructed of brick, block or masonry materials, etc. are not allowed within the street right-of-way. Brick, wood or rock planters are not allowed in street right-of-way.
- (d) Landscaping timbers, fence, trees, and shrubs are not allowed within the street right-of-way.

14. **Maintenance of Lot.** Prior to erection and completion of a residence upon a lot, the owner shall keep such lot cleared of fallen trees, limbs, trash, junk, garbage and refuse (whether deposited thereon by the owner, by unauthorized and unknown parties or otherwise), and shall trim down within four inches of the ground all grass, weeds and other like growth at least three times each year, the first such trimming to be undertaken not later than May 15th, the second July 1st and the third not later than September 3rd of each year. Should the owner fail to so maintain such lot, the undersigned may, without notice, cause such work to be performed on said lot and charge the owner the reasonable value thereof plus a special \$25.00 maintenance fee over and above such value, such charges to be payable forthwith and shall entitle the undersigned to a lien arising out of the improvement of said real property, together with all statutory rights relating thereto including, but not limited to, the filing of a claim of lien and action to enforce same. Landowner may clear off brush and undergrowth to maintain neat and orderly property, however, removal of any and all hardwood (trees) greater than 6" shall require additional approval from the Architectural Committee with such approval not to be unconditionally withheld.

15. **Animals, Fowls, Pets.** No animals, fowls or pets shall be kept or allowed to remain on said property for commercial purposes, and no animals other than household pets (which pets shall be kept and confined to said property) shall be kept or allowed to remain on said property, nor shall anything be done thereon which is a nuisance or an annoyance to the community or neighborhood in which said property is located. Pets shall be defined as dogs, cats, and horses for personal recreation. No commercial breeding or raising of animals.

16. **Garbage Cans and Clothes Lines.** No garbage cans may be kept upon any lot unless inside a structure or unless the same is enclosed, such as in a latticed area. No burning of garbage or no piling of trash. Sanitation services shall be contracted with an outside vendor.

All clothes lines must be screened from view of persons using the streets.

17. **Motor Vehicles.** No immobile or junk automobiles, trucks, tractors or any other vehicle shall be permitted to remain on any lot or street in the subdivision. Provided, a lot owner may park boats, campers, or such recreational vehicles in the rear of the lot, provided they are adequately secured and screened from view and approval by the Architectural Committee is given.

18. **Satellite Dishes.** Satellite dishes for the reception of television may be located in the rear of the lot, and in no event shall such a dish be located in the front yard. The maximum diameter of any and all satellite dishes shall be 36".

19. **Architectural Committee.** No fence, wall, screen painting, garage, unattached building or any other type enclosure of space shall be erected, placed or altered on any lot until the building plans, specifications and plot plans showing the location of such garage, fence, wall, screen planting, unattached building or other enclosure of space have been approved in writing as to conformity and harmony of external design and external materials, with existing structures in the area and approved as to location and with respect to topography and finished ground elevation, by the Architectural Committee.

The Architectural Committee shall consist of two (2) members chosen by the Developer, or its successors or assigns. The initial members of the Architectural Committee shall be Paul F. Schreiber and Rosa B. Schreiber and/or persons designated by them.

Unless the Architectural Committee, within thirty (30) days after it receives from a lot owner a copy in writing of all pertinent plans and specifications, shall reject in writing any proposal put to it under this indenture, such proposal shall irrevocably be deemed to have the committee's approval. Provided, the Architectural Committee shall be authorized, with the consent in writing of the lot owner, to extend said 30-day period for such time as agreed upon. The owner shall submit a copy of such plans or

specifications for review by the Architectural Committee and a copy to be retained by the Committee.

20. **Longevity of Covenants and Restrictions.** These protective covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument, after which time said covenants and restrictions shall be extended for an additional ten (10) year period and shall be deemed to have been extended for an additional ten (10) year period unless a majority of the lot owners decide to terminate this indenture by written instrument duly recorded.

21. **Enforceability.** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, either to restrain violation or to recover damages, or both.

22. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be signed in its name, this the 7th day of October, 2004.

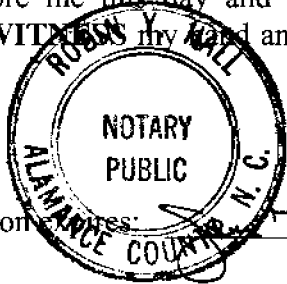
TIMBER RIDGE ESTATES, LLC

By: [Signature]
Paul Schreiber, Member/Manager

By: [Signature]
Rosa B. Schreiber, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, a Notary Public of said County and State, hereby certify that Paul Schreiber and Rosa B. Schreiber, Members/Managers of Timber Ridge Estates, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal this the 7 day of October, 2004.



My Commission Expires: 7 2006

[Signature]

State of North Carolina Alamance County
The foregoing certificate(s) of _____

[Signature]

A Notary (Notaries) Public of the Designated Governmental units is (are) certified to be correct.

This the 14 day of Oct, 2004
MURIEL W. TAPLEY [Signature]
Register of Deeds By Assistant Deputy

[Handwritten mark]