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PM 529 P 0843

STATE OF NORTH CAROLINA  
COUNTY OF SURRY

DECLARATION OF  
RESTRICTIVE AND PROTECTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND  
CONDITIONS is made this 30th day of October, 1992, by

SYLBY P. MARTINAT, hereinafter referred to as "the  
"Developer."

W I T N E S S E T H :

WHEREAS, Developer has heretofore acquired title to a certain  
tract or parcel of land which has been subdivided into Lot Numbers 1  
through 5, according to a certain map or plat entitled "Sylby P.  
Martinat" (hereinafter referred to as "the Subdivision"), which said  
map appears of record in the Office of the Register of Deeds of Surry  
County in Plat Book 12, Page 45;

AND, WHEREAS, Developer intends to convey said lots as the same  
are shown and delineated on the Subdivision map by deeds to various  
persons, firms and corporations, subject to certain restrictive and  
protective covenants and conditions which are deemed to make the  
Subdivision more desirable and to be for the benefit of all those who  
acquire title to any one or more of said numbered lots, to the end  
that the restrictive and protective covenants and conditions herein set  
out shall inure to the benefit of each person, firm or corporation  
which may acquire title to any or all of said lots, and which shall be  
binding upon each such person, firm or corporation to whom or to which  
the said Developer may hereafter convey any of said lots by deed, deed  
of trust or other instrument;

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NOW, THEREFORE, in consideration of the premises, Developer hereby covenants and agrees with said Prospective Purchasers that each of the above-mentioned 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 any of said lots as fully and to the same extent as if set forth thereon.

as a condition of the sale or conveyance of any of said numbered lots, the Prospective Purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions.

**The Restrictive and Protective Covenants and Conditions are as follows:**

1. **Lot.** The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned map. Provided, however, that the owner of all of a numbered parcel on said map may combine with such numbered parcel parts or portions of another numbered parcel or parcels, and the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions. A lot may be divided in half but only one time. No lot shall be less than 5 acres.

2. **Land Use and Building Type.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling, and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. No mobile, no doublewide manufactured home or modular home may be erected or permitted to remain upon any Lot. Non-pre-assembled homes such as log kits are acceptable. A private garage, outbuildings as herein expressly permitted, and an overhead story for servants' quarters not rented, leased or utilized for any remuneration, are permitted. No outbuilding shall be erected upon any Lot unless same is incidental to the residential use of said Lot.

3. **Dwelling Size.**

(a) Any one-story dwelling erected upon any Lot shall contain not less than 1800 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

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(b) Any one and one-half story dwelling erected upon any Lot shall contain not less than 2300 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not less than 1500 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

(c) Any two-story or two and one-half story dwelling erected upon any Lot shall contain not less than 3000 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not less than 1500 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

4. **Dwelling Quality.** All dwellings and outbuildings 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. No portion of the exterior of any dwelling shall be of asbestos shingle siding, imitation brick or stoneroll siding, or of concrete blocks. All outbuildings permitted by these restrictive covenants shall be of the same quality and type of construction as the main dwelling. The outside surface of beams, walls and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design and quality to the outside surfaces of the dwelling located on said Lot. No metal storage shed or barn hall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot.

All dwellings and appurtenant structures must be constructed by a building contractor licensed by the State of North Carolina.

5. **Setback Lines.** No building shall be located nearer than twenty-five (25) feet to any side lot line or nearer than fifty (50) feet to the front and rear lines of any Lot.

6. **Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear ten (10) feet of each Lot. A drainage and utility easement five (5) feet in width is reserved along each side line of each Lot. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.

7. **Garbage and Refuse Disposal.** No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers. All incinerators, containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. All homeowners shall be responsible for transporting their refuse to a local dumpster facility.

8. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon and Lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle shall be permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle be permitted to remain upon any Lot unless it is "blinded" so as not to be visible from any street or road within the Subdivision.

9. **Temporary Structures.** No structure of temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at anytime as a residence, either temporarily or permanently.

10. **Signs.** No signs of any kind shall be displayed to the public view on any Lot. However, one sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by a builder to advertise the property during the construction and sales period are permissible.

11. **Livestock and Poultry.** no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, providing they are not kept, bred or maintained for commercial purposes.

12. **Screening.** Satellite dishes shall not be permitted on any residential Lot unless such satellite dishes are located in a screened enclosure either man-made or natural.

13. **Driveways.** All driveways shall be paved, concrete or gravel.

14. **Fences.** No chain link type fencing shall be permitted within the Subdivision along front or side lot lines. Any owner may construct a chain link fence for permitted domestic animals, but such permitted chain link fencing must be "blinded" from view of adjacent lots or from any roadway serving the Subdivision.

15. **Commencement of Construction.** Any construction must be completed within twelve (12) months following commencement of construction.

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16. **Architectural Standards.** Before any dwelling is constructed within the Subdivision, each lot owner shall submit plans and specifications to the Developer for approval, and the Developer shall have the exclusive right to approve or disapprove such plans and specifications. The plans and specifications of each lot owner shall be approved or disapproved within thirty (30) days from the receipt thereof, and such plans shall be approved unless the proposed dwelling is contrary to the spirit of these restrictive covenants and contrary to the best interest, welfare and rights of other owners of property within the Subdivision. In the event the Developer shall fail to approve or disapprove plans within thirty days after submission of same to the Developer for the purpose of this paragraph, approval shall be deemed to have been given by Developer. The provisions of this paragraph are and shall be subordinate to the rights of any lender or mortgagee who shall provide construction or permanent loan funds to any owner,

17. **Time.** These Covenants are to run with the land and shall be binding on all persons acquiring title to any of the afore-mentioned Lots up to and including the 1st day of September, 2002, at which time said covenants shall be automatically extended for successive periods of five years, unless, by written instrument executed by a majority of the then owners of the said Lots, and duly recorded in the Office of the Register of Deeds of Surry County within three months of any anniversary date of any such automatic renewal, it is agreed to change such covenants in whole or in part.

18. **Enforcement.** Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of setback restrictions, the sole remedy of any offended person person being a suit for damages.

19. **Severability.** Invalidation of any one of these covenants or conditions by judgement or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.

20. **Amendments.** The foregoing Restrictive and Protective Covenants may be modified or amended by the Developer to allow reasonable variances and adjustments to alleviate practical difficulties and hardships in their enforcement and operation. Any such amendments shall not violate the spirit or the intent of this document. To be effective, a variance shall be recorded in the Register of Deeds of Surry County and shall make express reference to this Declaration.

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21. The developer shall pave the access road from Black Mountain Road to all lots in the original development plat. This paving shall be done prior to the first house is constructed. Buyers of all lots shall be responsible for any damage their construction does to this private road. Any repairs to the road in the future will be the responsibility of each owner to share on an equal basis.

22. All electrical costs shall be borne by the developer to locate power lines to the edge of each lot with said utility lines from Black Mountain Road to each lot sight shall be underground. Buyers to bear the cost of electricity to the home from the private access road with said utility lines to also be underground.

23. Upon the death of the Developer, the right to amend these Restrictive Covenants reserved in Item 20 may be exercised by the owner(s) of a majority of the lots in this subdivision.

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IN TESTIMONY WHEREOF, the Developer has hereunto set her hand and seal, as of the day and year first above written.

Sylby P. Martinat (SEAL)  
SYLBY P. MARTINAT



NORTH CAROLINA,  
SURRY COUNTY.

I, a Notary Public for said County and State, hereby certify that SYLBY P. MARTINAT personally appeared before me this day and acknowledged due execution of the foregoing Declaration of Restrictive and Protective Covenants and Conditions.

WITNESS my hand and official stamp or seal this 30 day of October, 1992.

My commission expires:  
3-30-96  
(SEAL)

Forrest R. Boaz  
NOTARY PUBLIC

STATE OF NORTH CAROLINA, COUNTY OF SURRY

The foregoing or following certificate(s) of Forrest R. Boaz  
Surry, N.C.

is (are) certified to be correct.

DENNIS W. "BUD" CAMERON  
REGISTER OF DEEDS

BY Joyce C. Billerica  
Assistant-Deputy

FILED

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DENNIS W. "BUD" CAMERON  
REGISTER OF DEEDS  
SURRY COUNTY, N.C.

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