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PAULETTE W. KING
REGISTER OF DEEDS

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Prepared by: Billy R. Godwin, Jr., P.A. 406 West Broad Street, Dunn, N.C. 28334

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR
"MILL RIDGE SUBDIVISION, PHASE 2" AS RECORDED IN MAP BOOK 60, PAGE 8,
SAMPSON COUNTY REGISTRY

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 1st Day of February, 2007, by **TEW FARMS**, a North Carolina General Partnership, with an address of P.O. Box 1308, Dunn, N.C. 28335 and its principal office located in Sampson County, North Carolina, hereinafter called "Declarant",

WINESETH:

WHEREAS, Declarant is the owner of certain real property located in Dismal Township, Sampson County, North Carolina known as **Mill Ridge Subdivision Phase 2** and the lots numbered **Fifteen (15) through Twenty-Nine (29)** therein. **Phase 2** is shown on that plat entitled "*Mill Ridge Subdivision, Phase 2, Property of Tew Farms, a North Carolina General Partnership*" recorded in **Map Book 60 Page 8**, Sampson County Registry.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said real property and to this end desires to subject the real property hereinbefore described to the covenants and restrictions hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property, and each and every owner or occupant of any and all parts thereof;

NOW, THEREFORE, Declarant herewith states and declares that the tracts of land referred to above, which shall be incorporated into and become a part of that certain subdivision known as "Mill Ridge, Phase 2", is and shall be held, transferred, sold, conveyed, leased, occupied and used

subject to the covenants, restrictions, conditions, easements, charges, obligations and liens generally referred to as covenants and restrictions, as hereinafter set forth:

1. **LAND USE:** Lots shall be used for residential purposes only.

2. **SETBACK:** No dwelling shall be located nearer the front property line than 40 feet, no nearer to side lines than fifteen (15) feet, and no nearer to rear property lines than forty (40) feet. For the purposes of these covenants, eaves, steps, decks, porches and carports are considered a part of the dwelling. All dwellings shall be placed with the front elevation facing the primary road or street serving said dwelling. There shall be no vegetable gardens located any nearer than 60 feet from a front lot line.

3. **DRIVEWAY CONSTRUCTION, TIMETABLE FOR BUILDING, & LOCATION OF ACCESSORIES:**

A. All driveway tiles shall be NCDOT approved concrete tiles. All construction entrances for lots under construction must have adequate stone cover sufficient to prevent offsite erosion and sedimentation.

B. Upon the purchase of a lot, construction on the dwelling must begin within eighteen months (18) months of closing. As used herein, "construction" shall be considered started when footings are dug. Construction shall be completed within one year of starting. "Completed" shall be mean such time as a certificate of occupancy is issued by the appropriate regulatory authority.

C. Outside components of heating and air conditioning systems shall be located in the rear or on the side of the dwelling. All home foundations shall be brick. All driveways shall be surfaced with concrete, asphalt, brick, or other hardsurface material approved by the Declarant or its assignee. No fence, porch, deck, room additions or pen shall be constructed in the subdivision without prior written approval of the Declarant which approval or disapproval shall be at its sole discretion. To the extent chain-linked fences are used, they must be vinyl-coated and pre-approved by the Declarant.

4. **UTILITIES:** Utility services to all dwellings shall be underground. All easements or rights-of-way for the installation and maintenance of all utilities and drainage facilities are reserved by Declarant. All lots are subject to such easements for water, sewer, cable, electricity and drainage as reasonably necessary to provide the benefits of such easements to all lots within the subdivision. Any propane tanks must be located on the side or rear of the lot and must be appropriately screened from street view.

5. **STREET LIGHTING:** Declarant intends to enter into a contract with *South River Electric Membership Corporation (South River)* to install and furnish street lighting for the

subdivision. All lots in the subdivision shall be subject to this contract with *South River* for this purpose and the costs associated therewith shall be assessed by *South River* on a continuing monthly basis to each lot owner's electric bill.

6. TYPE OF DWELLING: No dwelling shall be erected, placed, or permitted to remain on any lot or parcel other than one detached, single family dwelling with a minimum finished heated living area of 1800 square feet excluding any garages. Developer reserves the right to allow a FIVE PERCENT (5%) variance in finished living area. All other dwellings as well as construction plans shall be approved by said Declarant, in its sole discretion, prior to the construction or placement of any structures in the subdivision. No mobile homes, manufactured homes of any class, or, modular homes - whether on frame or off frame - shall be located on any lot in this subdivision.

7. UPKEEP: The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

8. ACTIVITIES & DISPLAYS: No noxious, illegal or offensive activities shall be carried on upon any lot or parcel. Any activity which shall cause a nuisance to the neighborhood, including but not limited to, barking dogs, loud noises, the operation of ATV's and motor bikes, discharge of fire arms and fireworks, or other noise making devices are hereby expressly prohibited. Permanent, or yard-sales of a continuing nature, shall be prohibited. No flags other than an American, State, U.S. Territory, or other Nationality shall be permitted to fly in the subdivision provided however that POW/MIA flags, that of any branch of the U.S. Armed Forces, and decorative and/or seasonal flags shall be allowed.

9. EXTERIOR FIXTURES & MAILBOXES: All exterior TV receiving equipment, playground equipment, including swings, merry-go-rounds, playpens, sandboxes and other similar equipment shall be located in the rear yard behind the dwelling provided however that to the extent a satellite T.V. antenna is reasonably required to be placed on the front of a dwelling to receive signals, such antenna shall be no greater than 18 inches in diameter. Clothes lines are specifically prohibited. All mailboxes shall purchased from the Delcarant.

10. STORAGE BUILDINGS: A private storage building or similar outside structure is allowed provided it is constructed so as to be compatible with the general architectural design and appearance of the dwelling on said lot. Plans for additional outside structures shall be approved in writing by the Declarant in its sole discretion prior to the construction or placement of any such structures in the subdivision.

11. GARAGE REQUIRED: All dwelling units in the subdivision shall have at lease a

one car enclosed garage. Open carports are prohibited.

12. **ANIMALS:** No poultry, fowl or animals other than household pets are allowed on any lot. All outside pets shall be contained in an enclosed area in the rear of the lots at all times when not on a leash in-hand or under strict voice command of lot owner. No more than two (2) pets are allowed per household in said subdivision. Exotic or wild pets are prohibited.

13. **GARBAGE:** No lot or parcel or any part thereof shall be used or maintained as a dumping ground for rubbish. Each lot owner is required to contract with a licensed residential service to provide for no less than a weekly trash pickup. Declarant reserves the right to require each lot owner to provide proof of such contract as from time to time requested. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage and disposal of such materials shall be kept in a clean and sanitary condition and located in the rear of the lots. Garbage cans shall not be permitted in front yards or on the streets except on normal garbage pickup days.

14. **SIGNS:** No commercial advertising or display signs shall be permitted within said subdivision except professional signs by licensed real estate brokers. However, the Declarant, or its assigns, may erect such temporary advertising and display signs as may reasonably be required for development and sale of lots.

15. **BOATS AND TRAILERS:** All boats and travel or utility trailers shall be stored and placed in a garage, carport, or on the rear of the lot.

16. **VEHICLES & PARKING:** All motor vehicles shall be parked in private driveways or garages. No tractor or tractor-trailer rigs shall be parked in the subdivision. No vehicles of any kind shall be parked on the streets in the subdivision. All mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or in an area not visible from the street. No unlicensed motor vehicle, any inoperable vehicle, or machinery or junk car shall be placed or allowed to remain on any lot within said subdivision at any time.

17. **SWIMMING POOLS:** No above-ground swimming pools shall be located on the lot.

18. **AMENDMENTS:** Any amendments or modifications of these covenants must be approved by the Declarant, or their assigns. In addition, the Declarant reserves the right and authority to alter, change and amend these covenants and restrictions without the joinder or approval of any subsequent lot owners, so long as the Declarant has not conveyed all of the lots developed and owned by him located therein.

19. **ENFORCEMENT:** Enforcement of these restrictive covenants shall be by any proceeding in law or equity against the person violating or attempting to violate any covenant or restriction, either to restrain violators or to recover damages, and against the land to enforce any lien created by these covenants, and failure of the Declarant or the Homeowners

Association created by these covenants, owner to enforce any of the covenants herein shall in no or any owner vent be deemed a waiver of the right to enforce thereafter. Declarant reserves the right and authority to enforce these restrictive covenants until such time as the Declarant has fully developed and sold all of the lots in the subdivision and has vested said rights in writing in the Homeowner's Association. In the event enforcement requires a suit in law or equity, the party violating or attempting to violate any provision of these covenants shall be liable for court costs and reasonable attorneys fees to the party enforcing or seeking to enforce these covenants.

20. INVALIDATION: The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

21. HOMEOWNER'S ASSOCIATION: The Declarant reserves the right to form a Homeowner's Association at any time for the purposes of maintaining the common areas and for any such other lawful purposes as the Declarant desires. Each and every lot owner, by accepting a deed or contract for any Lot in the subdivision agrees to and shall be a member of and be subject to the rules and regulations of the said Association.

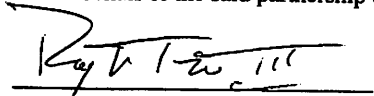
22. ASSIGNMENT: The Declarant reserves the right to assign and transfer any rights, powers and privileges, including any powers of approval created by these covenants to the Homeowner's Association at any time. Any such assignment or transfer shall be by written instrument making specific reference to these covenants and shall be duly recorded in the office of the Register of Deeds of Sampson County.

23. COVENANTS TO RUN WITH THE LAND: All covenants and restrictions shall run with the land and Grantee, by accepting the deed to such premises accepts the same subject to such covenants and restrictions, and agrees for himself, his heirs, administrators and assigns to be bound by each of such covenants and restrictions jointly, separately and severally.

24. DUTIES: These covenants shall continue an run for a period of twenty (20) years from the date of the recording of this instrument. After that they shall be and become automatically extended for an additional twenty (20) years unless in the meanwhile there is entered into, in writing, an agreement, signed by a majority of the owners of lots in the subdivision, and recorded in the Register of Deeds Office declaring these covenants and restrictions terminated. These covenants shall then be extended for an additional twenty (20) year term under the terms and conditions stated above, unless terminated as stated above.

25. APPLICABILITY: These restrictions shall apply to all subdivided numbered lots shown on the aforesaid plats or maps, which lots are for residential purposes only. These restrictions shall not be applicable to any unnumbered lands or land designated on the plat and further, Developer is withholding these parcels for restrictions pursuant to its general scheme of development, the absence of restrictions thereupon being intended to allow Developer maximum flexibility in the determination of the development of such parcels.

IN TESTIMONY WHEREOF, Roy V. Tew, III, General Partner of TEW FARMS, a North Carolina General Partnership has signed this instrument on behalf of the said partnership the day and year first above written.

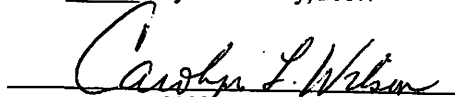


Roy V. Tew, III,
General Partner

NORTH CAROLINA,
HARNETT COUNTY.

I, CAROLYN L. WILSON , A Notary Public, hereby certify that **TEW FARMS, A North Carolina General Partnership, by and through its General Partner, ROY V. TEW, III**, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

WITNESS my hand and Notarial Seal, this 5 day of February, 2007.



NOTARY PUBLIC

My commission expires: 3-26-2007

