

FOR REGISTRATION
Matthew S. Willis
REGISTER OF DEEDS
Harnett County, NC
2021 JAN 05 03:39:29 PM
BK: 3919 PG: 855-862
FEE: \$26.00
INSTRUMENT # 2021000225

VSOSA



NORTH CAROLINA

COUNTY OF HARNETT

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
MITCHELL MANOR SUBDIVISION**

THIS INDENTURE OF COVENANTS made and entered into this the 23rd day of December, 2020, by Oak Grove Developers, LLC, a North Carolina Limited Liability Company, of Harnett County, North Carolina;

WITNESSETH:

Oak Grove Developers, LLC, the owner and developer of the lands hereinafter described, and herein referred to as "Declarant", desires to declare and place the restrictions hereinafter set forth upon the lots in the real estate subdivision hereinafter described upon the development, improvement and use thereof.

NOW, THEREFORE, this Declarant, for itself, and its successors and assigns, does hereby covenant and agree with all persons, firms and corporations who or which may acquire any interest in or title to any of the property hereinafter described, as an inducement to said persons, firms, and corporations to purchase a part of the said property, that the property, and each and every lot, described below, is hereby made subject to the following restrictive covenants as to the development and improvement and use thereof which covenants shall run with the said land and with each and every lot by whosoever owned. The real property to which these restrictive covenants shall be applicable being described as follows:

Being all of those lots in Mitchell Manor Subdivision as same is depicted on the Plat Recorded in Plat Book: 2020: Page # 359-359 of the Harnett County Registry.

ARTICLE I

PURPOSE. The real property hereinbefore described is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots 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 designated or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes, to insure the highest and best development of said property; to encourage and secure

the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. The term "single family" as used herein means persons who are related by blood, adoption or marriage or living together by not more than two unrelated adults. Nothing in this document shall be deemed to prohibit the conversion of a lot to a street.

ARTICLE II

ARCHITECTURAL COMMITTEE. The initial Architectural Committee shall be composed of one person designated and appointed by the Declarant or such person, firm, or corporation to whom Declarant has expressly assigned this right. Prior to the commencement of any construction on any lot, lot owners or builders shall submit site and construction plans showing the location of improvements, including landscaping to Declarant or the Architectural Committee. At such time as the Declarant no longer owns any lots in the subdivision and all building construction has been completed, the Architectural Committee shall be composed of three (3) persons and the residents of the subdivision may call a meeting. At such meeting, the owners of each lot will have one vote. A quorum consisting of representation by a majority of the lot owners shall be required. At such meeting a majority vote of the lot owners represented will select all three members of the Architectural Committee. The restrictions on any lot in the subdivision may be removed or waived only by the written consent of the Declarant. As long as the Declarant owns any lots in the subdivision, the Declarant shall have the absolute right, in his discretion, to remove and appoint members of the Architectural Committee. This can be accomplished simply by the execution and recordation of a document, removing a member or members of the Architectural Committee and appointing a replacement or replacements.

ARTICLE III

SECTION 1. Land Use and Building Type. No lot shall be used except for single-family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) an accessory building or structure for storage or other appropriate residential uses, as set out below.

SECTION 2. Dwelling Size. No dwelling will be permitted on any building lot which dwelling has a heated floor area of the main structure, exclusive of porches, and garages, of less than 1600 square feet of finished living areas. The Declarant reserves the right to approve minor variations up to 10 percent decrease of the approved plan square footage.

SECTION 3. Building Design. No building (including an accessory building or structure and a garage), shall be erected, placed or altered on any premises in said development until the building plans, specifications and plat showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, including without limitation, proposed exterior materials and Colors, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee. In the event the Committee fails to approve or disapprove the design or location within thirty (30) days after the plans

and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of any such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fairly complied with. No mobile home, shell home, modular home, log home and pre-fabricated home shall be erected or permitted on any lot. Furthermore, other than this, the Architectural Committee shall have absolute discretion in making the decisions under this Section. All front steps providing ingress and egress to any dwelling, garage or any accessory building shall be masonry and constructed of brick or stone.

SECTION 4. Accessory Buildings and Enclosures. Owners shall secure written approval from the Declarant or Architectural Committee prior to construction of any accessory building, including sheds, permanently installed playhouses or enclosures of any kind. The Declarant or Architectural Committee shall have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. A detached garage is not considered as accessory building, and its construction shall require Architectural Committee approval on a case-by-case basis. Accessory buildings shall meet the following criteria:

1. An accessory building must be of the same color, material, and architectural style as the main residence or of color, material, and style that is generally recognized as complimentary to that of the main residence. An accessory building's roofing materials shall match those of the main residence. No aluminum buildings shall be permitted.
2. Any utilities services for the accessory building shall be installed underground.
3. Accessory buildings shall never be located in the front yard and generally shall be located in the rear yard and must be built upon a permanent foundation. Only one detached accessory building is permissible on one lot. All accessory buildings shall meet the setback requirements.

SECTION 5. Garages. Garages, which are constructed independent from the home, require Architectural Committee approval. Such garages shall be compatible with and complimentary to the main residence in architectural style, material, color, and location. Review shall be made-on a case-by-case basis. All garage doors that face the streets of the subdivision must have windows located in the top panel as approved by Declarant or Architectural Committee.

SECTION 6. Antennae and Communication Dishes. All satellite dish antennae installed at any residence must receive approval by the Architectural Committee prior to installation. Such equipment shall be located only in rear yards and screened as the Architectural Committee may require. All other microwave dish antennae, satellite dish antennae, exterior radio antennae, television antennae, or other electronic signal-receiving or transmitting equipment are prohibited, unless a variance is approved for such equipment by the Architectural Committee.

SECTION 7. Building Location. All lots are subject to the Harnett County minimum building setback requirements. No building shall be located on any lot nearer to the front line than 35 feet. No building shall be located nearer than 10 feet to an interior lot line. There shall be a 20-foot minimum setback from the rear property line. For the purpose of this covenant, eaves and steps shall not be considered a part of the building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The Declarant reserves the right to waive minor violations (up to 10 percent) on the setback and sideline requirement set forth in this Article. Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the location of a building regardless of the fact that such building meets the requirements of this paragraph.

SECTION 8. Lot Area and Width. All lots as shown on the recorded map hereinbefore referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten (10) percent and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side clearances from new lot lines shall be applicable and set backs from former lot lines shall no longer be required.

No recombination of lots may be made in a manner, which results in any increase in the number of lots above those existing when these covenants became effective.

SECTION 9. Mailboxes. The Declarant will install a Mailbox Kiosk as prescribed by the appropriate authorities for all mail pick-up and delivery. Installation on any lot of any other receptacle for this purpose is absolutely prohibited.

ARTICLE IV EASEMENTS

SECTION 1. There is hereby reserved to Declarant and its Assignees a blanket easement upon, across, above and under all property within the community for access, ingress, egress, installation, repairing, and maintaining all utilities serving the community or any portion thereof, including, but not limited to, gas, water, sanitary, sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarants might decide to have installed for either of themselves or their designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party requesting such utility or service, request a specific license or easement by separate recordable document, the Declarants shall have the right to grant such easement.

SECTION 2. Declarant reserves the right to subject the real property in the subdivision to a contract with Duke Energy or any other power company for the installation of underground electric cables and/or street lighting, which requires a continuing monthly payment to Duke Energy or other power company to be paid for by each Lot owner being a residential customer.

SECTION 3. All of the Properties, including Lots and Permanent Common Open Space, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under, and across the Permanent Common Open Space conveyed to it, such further easements as are requisite for the convenience, use and enjoyment of the Properties. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress and regress across all Permanent Common Open Space, now or hereafter owned by the Association, for the purpose of construction of improvements within the Properties.

SECTION 4. All easements are depicted on the recorded plat of the subdivision. Lots shall be subject to easements for the encroachments constructed on adjacent Lots by Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves, gutters and downspouts and walls. Within the easement areas as depicted on the recorded plat, no structures, planting or other material shall be placed or permitted to remain which may damage or

interfere with the installation and maintenance of the easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

SECTION 5. An easement is hereby established over the Permanent Common Open Space and facilities for the benefit of applicable governmental agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

SECTION 6. Water. Municipal water service is supplied to the subdivision. All lot owners shall be subject to monthly charges as approved by the proper public authorities for water for domestic usage.

ARTICLE V USE RESTRICTIONS

SECTION 1. Construction and Sale Period. All building sites must be maintained in a clean and orderly manner at all times. All building materials should be stored in an inconspicuous location where practical. Building debris shall not be openly burned. Notwithstanding any provisions contained in this Declaration, use restrictions, and any amendments to any of the foregoing, Declarants hereby expressly reserve unto themselves and their successors and assigns a non-exclusive, perpetual right, privilege, and easement with respect to the community for the benefit of Declarants, their successors, and assigns, over, under, in and/or on the community, without obligation and without charge to Declarants, for the purposes of taking all actions related to or connected with construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the community and any other property now owned. The reserved easement shall constitute a burden on the title to the community and specifically includes, but is not limited to:

a. the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on or in the community; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the community; and

b. the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices in the community;

c. no rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the community, but shall be held independent of such title, and no such right, privilege or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Declarants releasing such right, privilege, or easement by express reference thereto.

SECTION 2. Except as provided in Article III, Section 8, no lot shall be subdivided without the express consent of the Declarant. Declarant, during construction, reserves the right to alter, amend or subdivide any lot.

SECTION 3. Each lot shall contain sufficient off-street parking space for at least two full-sized automobiles. Automobiles shall not be parked on any street or common property abutting any of the lots.

SECTION 4. Permanent renting of a dwelling is prohibited in the subdivision; however temporary renting of a dwelling is permissible with approval of the majority of homeowners.

SECTION 5. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the community, including any and all lots, without the prior written consent of Declarant or the designated Architectural Committee. The Declarant and/or the Architectural Committee may issue guidelines detailing acceptable fence styles or specifications and location of fencing may be withheld arbitrarily. The lot owners shall maintain all approved fencing in a good aesthetically appearing condition. Chain link and wire fences are not permissible.

SECTION 6. Animals. The following pets: (2) dogs; (2) cats; (2) birds; and (2) other usual or common household pets, excluding pigs, poultry and any other farm animals, snakes and all exotic animals of any kind, may be allowed on any lot. No animals, livestock or poultry of any kind may be bred or kept on any lot for sale or boarding or any other commercial purpose. Pets are not permitted to roam free or endanger the health of the community, making objectionable noise, or constitute a nuisance or inconvenience. All pets are the responsibility of the individual lot owners and fencing shall be provided to prevent the animals from running at large in the subdivision. Dogs shall not be chained or tied up. Dog runs are not allowed on any lot.

SECTION 7. Driveways and Road Maintenance. Temporary gravel driveways are permissible prior to the completion of construction of any dwelling. Prior to the pouring of any house footing, each lot shall have concrete tile and a gravel driveway apron installed if applicable. All permanent driveways placed on the lot must be made of concrete and be at least 10 feet in width and shall be a minimum length of 30 feet, unless determined otherwise in the sole discretion of the Declarant or Architectural Committee. All driveway connections for each lot shall be installed to meet Lee County specifications and standards. Any driveway pipes or drainage improvements that are not properly maintained by the owner including but not limited to, graded ditch profile or other field installation requirements that require any type of work or reinstalling before the NCDOT will accept the public road for addition to the state road system shall be the responsibility of the owner of each individual lot. Declarant, or its successors or assigns shall have the right to correct improperly maintained driveways and drainage improvements and be paid by the individual lot owner should the individual lot owner not remedy the driveway property causing delay by NCDOT from accepting the road for maintenance. The Declarant shall be responsible for the construction and maintenance of the roads within the subdivision and shall insure that all such roads are in compliance with the regulations of the NCDOT until such time as such roads are accepted by the NCDOT for maintenance.

SECTION 8. Temporary Structures. No trailer, tent, shack, garage, barn, or other out building erected on any lot shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence on the property. No slab, mobile homes, manufactured or modular homes shall be permanently or temporarily located on a lot. All houses shall be "stick built" upon each lot and no house shall be moved onto any lot.

SECTION 9. Outdoor Structures. No metal structures or buildings shall be permitted, including but not limited to metal carports, canopies or garages. All accessory buildings must conform to the same architectural style as the residence located on the same lot and be approved by Declarant. No detached garage shall at any time be used for human habitation, either temporarily or permanently. All playground equipment, including basketball goals, etc., and playhouses must be approved by Architectural Committee prior to installation and shall be placed to the

rear of the main dwelling structure. No underground storage tanks are allowed. All fuel or propane tanks must be placed above ground level and the same will be screened on three sides to prevent view from the main road. Architectural Committee approval is required for the construction of all swimming pools. Pools may only be located in the rear or side yard of the lot. Pools shall be fenced for safety purposes. Pools require a valid building permit and are governed under the jurisdiction of Harnett County. All pools must be code complaint.

SECTION 10. Garbage, Clothesline, Woodpiles and Maintenance. All lots, whether occupied or unoccupied, shall be well-maintained, mowed and cut and no unattractive growth or accumulation of rubbish, debris, woodpiles, or building materials shall be permitted. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage containers and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, or passing vehicles; provided garbage containers may remain on the curbside for up to twelve (12) hours on days of scheduled curbside pickup. No lot shall have a clothesline or similar obstruction used for the drying of clothing. All lot owners shall upkeep and maintain the grass, vegetation and landscaping for each lot, whether the lot is occupied or unoccupied. The exterior wall and foundation surfaces of all buildings shall be maintained in a clean condition free of mold and mildew at all times.

SECTION 11. Signs. No sign of any kind, including billboards and yard sale signs, shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builders or developers to advertise the property during the construction and sales period. Nothing herein, shall prevent Declarant from placing subdivision signs upon any sign easement that is depicted upon the recorded plat.

SECTION 12. Uses. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood including but not limited to the firing of guns/weapons for any purpose other than protection of the home. No commercial or business activity of any nature including any manufacturing or professional services shall be conducted on any lot. No business activity or trade of any kind whatsoever, which shall include but not be limited to the operation of a child day care facility, beauty/hair stylist shop; fraternity house; rooming house; boarding house; antique shop; automobile or engine repair shop. The storage or accumulation of any type of trade materials is prohibited in the subdivision.

SECTION 13. Vehicles, Boats and Accessories. No unlicensed motor vehicle shall be allowed to stand on any lot, street, or right of way for more than forty-eight (48) hours. No stripped, partially wrecked, or junk motor vehicles, or part thereof, shall be permitted to be parked or kept on any street, right of way or lot, in such a manner as to be visible to the occupants of other lots or the users of any street. No trucks, cars, other automobiles, or trailers of any kind shall be parked in the streets or along the street right of way. The use and riding of ATVs (all-terrain vehicles) is prohibited in the subdivision. Accessories such as lawn mowers, tractors, boats, PWCs, ATVs, trailers, vans, RVs, campers or other type of vehicle or watercraft or equipment shall be parked or stored in the garage, or at a screened location to the rear or side of the lot. Commercial vehicles are prohibited in the subdivision except one pick-up, van or truck rated at one (1) ton or less and operated on a daily basis by the owners of the lot.

ARTICLE IV GENERAL PROVISIONS

SECTION 1. Enforcement. Enforcement shall be the responsibility of the homeowners of the subdivision, but Declarant or the Architectural Committee shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages. The prevailing party in any subsequent civil action shall be entitled to recover from the adverse party reasonable attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the Court. Any action filed to enforce these covenants shall be filed in the District or

Superior Court of Harnett County, North Carolina. Failure by Declarant, Architectural Committee, Woodbury Farm Homeowners Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. 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.

SECTION 3. Term and Duration. By acceptance of a Deed to each lot in Mitchell Manor Subdivision, each lot owner consents to accepting an equal ownership interest in Mitchell Manor Homeowners Association, a Non-Profit Corporation, to be formed by the Declarant in its sole discretion for the express purpose of ownership of the Open Space Common Areas within Mitchell Manor Subdivision. The Corporation shall be solely responsible for the maintenance, upkeep and improvement of such Open Space Common Area and additional open space area the Declarant in its sole discretion may designate and the sign easement areas as depicted on the plat recorded in Plat Book: 2020; Page # 359-359, of the Harnett County Registry. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date on which the covenants are recorded in the Harnett County Register of Deeds Office, after which period said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners in the subdivision and recorded in the Registry that agrees to change said covenants in whole or in part; provided however, that any such instrument must be recorded within a six (6) month period preceding the end of the twenty five (25) year period or a ten (10) year extension period.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

DECLARANT: OAK GROVE DEVELOPERS, LLC,
a North Carolina Limited Liability Company

By: Bryant W. Lockamy SEAL)

Name: Bryant W. Lockamy

Registered Agent

STATE OF NORTH CAROLINA

COUNTY OF ~~HARNETT~~ Cumberland

I certify that the following person personally appeared before me this day, and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bryant W. Lockamy, (title) Registered Agent of Oak Grove Developers, LLC, a North Carolina Limited Liability Company.

Date: 12.31.22

Amara L. Green, Notary Public

My commission expires: 5-10-24

