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NORTH CAROLINA
STOKES COUNTY

DECLARATION OF COVENANTS,
CONDITIONS and RESTRICTIONS

Document #
0002271

THIS DECLARATION is made and entered into this the 12 day of March, 1997 by
and between KDP PROPERTIES, L.L.C., party of the first part (hereinafter referred to as
DEVELOPER,) and PROSPECTIVE PURCHASERS OF LOTS OF THE DEERFIELD
SPRINGS SUBDIVISION, parties of the second part (hereinafter referred to as
OWNER)

FILED
STOKES COUNTY NC
03/22/99 9:29 AM
KATHY YOUNG
Register Of Deeds

WITNESSETH

WHEREAS, DEVELOPER is the owner of all of that tract of real property located in
Westfield, BigCreek Township, Stokes County, North Carolina, being more particularly known as
the DEERFIELD SPRINGS SUBDIVISION or DEERFIELD SPRINGS, and being more
particularly described on that certain map or plat recorded in Plat Book 6, Page 460,
Stokes County Registry, reference to such plat being specifically made;

WHEREAS, DEVELOPER proposes to sell and convey certain lots on the aforesaid plat
to be used for residential purposes and to develop such lots and in addition other property within
the development area which has been or may hereafter be acquired by DEVELOPER for such
purpose,

WHEREAS, DEVELOPER prior to selling and conveying the said residential lots, desires
to impose on such lots certain beneficial mutually beneficial restrictions, conditions and covenants,
(hereinafter known collectively as RESTRICTIONS) for the benefit of and to complement all of
the residential lots in the subdivision in order to promote the best interests of and to protect the

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investments of the DEVELOPER and OWNERS

NOW, THEREFORE, DEVELOPER hereby declares that all numbered lots shown on the aforementioned plat entitled DEERFIELD SPRINGS, recorded in Plat Book 6, Page 460 Stokes County Registry, and any additional property within the Development Area which may by amendment be added to and subjected to the terms of this Declaration, are held by and shall be held, conveyed, encumbered, leased, rented, used occupied and improved subject to this Declaration and to the following restrictions. This Declaration and the Restrictions shall run with the land and shall be binding on all the parties having or acquiring any right, title and interest in and to any of the real property or part or parts thereof, subject to this Declaration.

ARTICLE I. DEFINITIONS

As used herein

A. "DEVELOPER" means KDP PROPERTIES, L.L.C., or other legal entity obtaining ownership of the Development Area heretofore not dedicated with the intent and for the purpose of development

B. "DEVELOPMENT AREA" shall mean that property described in deed recorded in Book _____, Pages _____, Stokes County Registry

C. "LOT" means a separately numbered tract or parcel lying within the Subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the DEVELOPER and owned in fee by

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the Grantee or Grantees thereof, and held for such uses as are consistent with this Declaration and Restrictions covering the area wherein the tract is located. No tract of land shall become a "Lot" as that word is used herein until the area on which the same is located has been "dedicated." The Owner of all of a numbered Lot may combine such numbered Lot, part or parts of another such numbered Lot and the aggregate shall be considered one Lot for the purpose of these Restrictions.

D. "SUBDIVISION" means the DEERFIELD SPRINGS SUBDIVISION and any portion of the Development Area which has been dedicated pursuant to this Declaration.

ARTICLE 2. APPLICABILITY

These Restrictions shall apply to all subdivided numbered Lots shown on the aforesaid plat or map, and additional plats or maps of subdivisions of the Development Area, (hereinafter referred to as "LOT" or "LOTS"), which Lots are for residential purposes only. These Restrictions shall not be applicable to any unnumbered lands or lands designated on the plat as "Reserved" or other lands of the Developer, and Developer is withholding those parcels from the operation of these Restrictions pursuant to his general scheme of development, the absence of Restrictions thereupon being intended to allow Developer maximum flexibility in the determination of the best development of such parcels.

ARTICLE 3. PROPERTY RIGHTS OF LOT OWNERS, CROSS-EASEMENTS, AND
EXCEPTIONS AND RESERVATIONS BY DECLARANT

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A. The Developer shall have the right, at its election, without consent of any Owner or Owners, to bring within the coverage and operation of these Restrictions additional properties within the Development Area as may be made by filing in the Office of Register of Deeds of Stokes County, North Carolina, a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional properties.

B. A Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions contained in this Declaration as may be necessary or desirable in the sole judgment of the developer to reflect the different character, if any, of the additional properties as are not inconsistent with the plan, intent and spirit of this Declaration.

C. Easements and rights of way over and upon each Lot for drainage and the installation and maintenance of utilities and services are reserved exclusively to Developer for such purposes as the Developer may deem incident and appropriate to its overall development plan, such easements and rights of way being shown or noted on the recorded plat of the Subdivision, which plat is incorporated by reference herein and made a part hereof for a more particular description. The easements and rights of way areas reserved on each lot pursuant hereto shall be maintained continuously by the Owner, but no structures or plantings or other materials shall be placed or permitted to remain on the Lot which may damage or interfere with the installation or maintenance of utilities or such other services, or which may tend to create or promote drainage or erosion problems.

D. The exclusive right reserved by Developer to grant easements to public utility

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companies shall also include the right to grant easements for any type of cable television transmission service. No other cable television transmission company or organization shall be permitted to service any Lot or combination of Lots except with the permission of the Developer

ARTICLE 4. RESTRICTIONS ON THE USE AND OCCUPANCY

A. No Lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on a numbered Lot other than one (1) detached, single-family residence dwelling and such outbuildings as are usually accessory to a single-family dwelling, such as private enclosed garage with space for no more than three (3) automobiles and with a second story with separate quarters for guests

B. Any dwelling erected on any Lot subject to these Restrictions shall contain not less than twelve hundred (1,200) square feet of fully enclosed and heated living space (exclusive of carports, porches, terraces and other outbuildings.)

C. An Owner of a Lot and a portion or all of an adjoining and contiguous Lot may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line between the Lots, and thereafter, such combinations of Lots shall be treated for all purposes under these Restrictions as a single Lot.

D. All plumbing fixtures and sources of sewerage located on a Lot shall be connected to an individual septic tank or other sewer system located upon such and approved by the appropriate local governmental authority. Each such septic tank and sewerage system shall be

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properly maintained by the Owner, in accordance with the requirements of the governmental authority having jurisdiction

B. The following general prohibitions and requirements shall apply and control the improvement, maintenance and use of all Lots.

i. No single-wide mobile homes, camper home, trailer, tent, temporary house or temporary structure shall be placed or allowed to remain on any Lot.

ii. All dwellings and permitted structures erected or placed on any Lot shall be of a good grade, quality and appearance, and all construction shall be performed in good workmanlike manner and quality. The exterior of all dwellings shall be of vinyl siding, natural wood, brick, stone or wood siding. No structures may be erected which have an exterior constructed of concrete block, asbestos or asphalt siding. If any modular home or double-wide home is located on any Lot, such modular or double-wide home must be permanently affixed to the realty with a masonry foundation, excluding concrete block. Any permitted outbuilding must be of the same quality and general exterior appearance and workmanship as the dwelling erected on the Lot.

iii. All Lots, whether occupied or not, shall be well maintained and no unattractive growth or accumulation of trash or rubbish shall be permitted to remain on any Lot. No wrecked or "junk" motor vehicles shall be permitted to remain on any tract.

iv. All trash or garbage shall be kept in sanitary containers and properly disposed of at least once a week.

v. All dwelling connections for utilities, including, but not limited to, electricity,

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telephone, television cable, gas and water (when available) shall be run underground from the appropriate connection point to the dwelling structure in such a manner as may be acceptable to the appropriate utility authority

vi All animals, including, but not limited to, dogs, cats, livestock, poultry, game birds, and other domestic animals in a reasonable number, may be kept and raised on any Lot for personal use, provided that they are not kept or raised for commercial purposes. All pets and animals must be kept on a leash or in a pen at all times, so as not to constitute a danger or nuisance to other lot owners or to the neighborhood in general

vii No noxious, offensive, or illegal trade shall be carried on upon any Lot that shall be or become an unreasonable annoyance or nuisance to the Owners of other Lots or to the neighborhood in general

viii Lots 7, 8, 9 and 11 shall share rights and responsibility for maintaining a water well on Lot 9. The owner or owners of said lots shall appoint a person, firm or company to maintain and manage said well and to collect revenues from each lot owner to pay their respective shares of the power bill and maintenance bills necessary to maintain the water system. The owners shall maintain a checking account to account for the moneys received. Anyone not paying their respective share of these maintenance costs by the first of each month may have their service interrupted until such time as the back bills are paid. A minimum amount of \$500.00 must be maintained in the checking account at all times to cover the costs of anticipated services.

ix No lot of less than ten (10) acres may be subdivided, any lot of ten (10) acres or more may be subdivided, but only if such subdivision results in lots of at least five (5) acres

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each

ARTICLE 5. WAIVER

No provision contained in this Declaration, the Articles or Bylaws shall be deemed to have been waived, abandoned, or abrogated by reason of a failure on the part of any person to enforce as to the same or similar future violations, no matter how often the failure to enforce is repeated

ARTICLE 6. VARIANCES

The Developer in its discretion may allow reasonable variances and adjustments of these Restrictions in order to alleviate hardship and practical difficulties in their enforcement and operation. Any such variances shall not violate the spirit or intent of this document to create a Subdivision of Lots owned in fee by Owners.

ARTICLE 7. ASSIGNIBILITY OF RIGHTS AND LIABILITIES

Developer shall have the right to sell, lease, transfer, assign, license, and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Developer shall in no way be liable or responsible to any part with regard to any such right, claim or claims, interest or liability arising out of the same in any manner.

ARTICLE 8. TIME

The foregoing covenants, restrictions and conditions shall run with the land and shall

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continue in full force and effect for a period of twenty (20) years from the date of execution hereof. Unless an objection thereto is raised by any landowner prior to the end of the initial twenty (20) year period, or at the end of the first ten (10) year extension, and that objection is followed by an affirmative vote of a majority of the landowners in the development attending a meeting called for such purpose to do otherwise, the foregoing covenants, restrictions and conditions shall be deemed extended for up to two additional successive ten (10) year periods. Any subsequent determination of invalidity or pre-emption by legislation of any provision contained herein shall not operate to invalidate any remaining provision of this instrument and each provision shall be considered independent of the others.

ARTICLE 9. LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by a Owners' Association with each Owner entitled to and burdened with the rights and liabilities equivalent to those of other Owners.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal the day and year first written above.

KDP PROPERTIES, L.L.C.

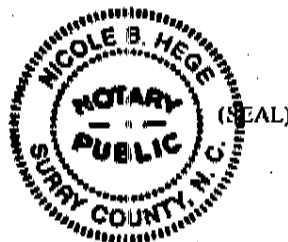
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By John W. Pearman
Member/Manager

Attest Karen Diane Pearman
Member



NORTH CAROLINA

SURRY COUNTY

I, Nicole B. Hoge, a Notary Public of said state, do hereby certify that JOHN W. PEARMAN, Member/Manager of KDP Properties, L.L.C., and KAREN DIANE PEARMAN, Member of KDP Properties, L.L.C., personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal

Dated this 12th day of March, 1999.

Nicole B. Hoge
Notary Public

My commission expires September 1, 2002

North Carolina, Surry County
The foregoing certificate(s) Nicole B.
Nicole B. a Notary (or Notaries)
Public of the governmental units designated in (and)
certified to be correct.
KATHY JOHNS, Register of Deeds
Kathy Johns
asst.