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STOKES COUNTY
KATHY YOUNG
REGISTER OF DEEDS

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START PAGE 2429
END PAGE 2432
INSTRUMENT # 08655

STATE OF NORTH CAROLINA)
COUNTY OF STOKES)
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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR RIDERS FALLS, RECORDED IN
PLAT BOOK 8, PAGE 31,
STOKES COUNTY REGISTRY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 26 day of April, 2005, by and between BLUE RIDGE VALLEY ENTERPRISES, INC., a North Carolina Corporation, having its principal place of business in Stokes County, North Carolina (hereinafter called "Declarant"), and any and all persons, firms or corporations hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property as described in conveyances to BLUE RIDGE VALLEY ENTERPRISES, INC., recorded in Book 514, Page 2374, Stokes County Registry (hereinafter "RIDERS FALLS" or "Property"). The Property has been subdivided into lots for a subdivision known as Riders Falls, which subdivision is recorded in Plat Book 8, Page 31, Stokes County Registry;

WHEREAS, it is in the best interest of the Declarant, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the Property, that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth, and declared to be covenants running with the land.

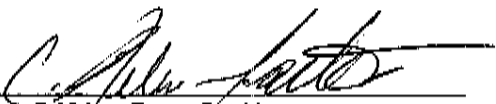
NOW, THEREFORE, in consideration of the premises, the Declarant agrees with any and all persons, firms, corporations or other entities hereafter acquiring any of the Property, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, relating to the use and occupancy thereof, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, and which shall inure to the benefit of each owner thereof. Each person or other party hereafter acquiring any of the said Property made subject to this Declaration shall take such Property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to same by acceptance of a deed or contract for deed or other conveyance of any interest in or to said Property, whether or not it shall be so expressed in any such deed, contract for deed or other conveyance, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing. The Restrictive Covenants are as follows:

1. Tract: The word "Tract" as used herein shall mean each of the individual tracts created by the division of the above-described land by the Declarant as shown on the above-referenced plat; and such other tracts as may be created by Declarant and made subject to these restrictions by reference hereto.
2. Subdivision of Tracts: No Tract may be further subdivided after the original subdivision by the Declarant as shown on the above-referenced plat.
3. Additional Tracts: The Declarant reserves the right to subject additional tracts to these restrictions by reference hereto.

4. Residential Use: No structure shall be erected, altered, placed or permitted to remain on any Tract other than a single-family dwelling with customary accessory buildings. Barns or shelters for horses shall be permitted on tracts containing at least five (5) acres. No business, profession, professional clinic or other trade or activity shall be conducted on any tract.
5. Dwelling Quality: The dwelling and/or outbuildings erected upon each tract shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. Exteriors may be wood, brick, stucco, vinyl siding, or stone. No aluminum siding, imitation brick, concrete block or stone roll siding. Any house constructed or placed on each tract must have brick, stone or stucco covered block foundations. 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 Tract shall be of material and quality of construction comparable in cost, design and quality to the outside surfaces of the dwelling located on said Tract, and metal storage sheds and barns, guest houses or "getaway" cabins shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Tract. The roof style of all buildings shall be limited to mansard, hip and/or gable; provided however that the roof pitch must be no less than 6/12, and flat roofs are specifically prohibited.
6. Dwelling Type and Size: All homes must be site-built with a permanent foundation constructed of brick, stone or stucco-covered block. No singlewide or doublewide mobile homes shall be permitted on any tract. The foregoing notwithstanding, modular, off-frame (crane set) homes shall be permitted subject to prior written approval of modular plans by the Declarant.
7. Maintenance on Tract and Improvements: All improvements shall be maintained in good condition and repair, and shall not be allowed to deteriorate in an unattractive manner. The ground of each tract shall be maintained in a neat and attractive condition.
8. Setback Lines: No buildings on any tract shall be erected in violation of the setback lines as specified in Stokes County Subdivision and Zoning Regulations; no buildings shall be erected less than 30 feet from the boundary line of any adjoining tracts. No accessory buildings may be located nearer the street right of way than the dwelling house. The Declarant shall have the right to permit reasonable modifications of the setback requirements where, in the sole discretion of the Declarant, strict enforcement would create a hardship.
9. Temporary Structures: No structure of a temporary character, travel trailer, tent or outbuilding shall be used on any tract at anytime as a residence.
10. Driveways: All driveways and parking areas shall be gravel, concrete or paved.
11. Garbage and Refuse Disposal: No tract shall be used or maintained in any unsightly manner or as dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage, and other waste shall be kept only in closed sanitary containers. All containers or other equipment for the storage and disposal of such waste materials shall be kept in a clean and sanitary condition. All tract owners shall be responsible for transporting their garbage to an approved disposal facility.
12. Nuisances: No noxious or offensive activity shall be carried on or upon any tract, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No wrecked, junked or salvage vehicles or vehicles without current motor vehicle registration shall be permitted to remain upon any tract or road right of way.
13. Animals: No commercial hog or chicken farms, swine or goats shall be permitted on any tract. Dogs, cats or other household pets are permitted providing they do not constitute a nuisance. Horses shall be permitted for non-commercial purposes on tracts that are five (5) acres or larger; provided that they are confined in a fenced pasture area, and that the number of horses shall not exceed one horse per two (2) acres of fenced pasture area. All animals shall be maintained in a quiet and sanitary environment that does not infringe on the peace and tranquility of adjoining property owners.

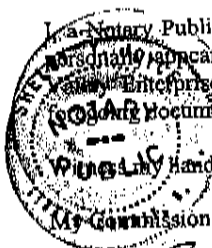
14. Timber Removal: There shall be no commercial cutting of any timber on any tract without the prior written consent of the Declarant. Tree removal shall be permitted only for construction of improvements and driveways.
15. Vehicles: No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, camper body, or similar vehicle or equipment may be parked for storage within sight of any street or public roadway. No vehicle that transports inflammatory or explosive cargo shall be permitted on any tract. No vehicle shall be parked in any area visible from any street or public roadway except passenger automobiles, passenger vans and SUV's, pick-up trucks and motorcycles that have current license plates and inspection stickers and in daily use.
16. Annual Right of Way Maintenance Assessments: A right of way maintenance association shall be formed by all of the Tract owners of Riders Fall. The Tract owners shall designate a chairman to collect, from each tract owner, an annual maintenance assessment of \$100.00, due and payable January 1 of each year. Each year the association shall review and recalculate the following year's dues, if necessary. Each Tract owner shall have one vote for each tract of property owned. No tract owner may cast more than one vote. The right of way maintenance assessment shall provide for, but not be limited to grading or gravel replacement for the maintenance and upkeep of each 30-foot access easement extending from Thore Road. Any unpaid dues shall be considered a lien against the property owner's tract.
17. Satellite Dishes: Satellite dishes exceeding three (3) feet in diameter are prohibited.
18. Term: These Restrictive Covenants shall be automatically extended indefinitely thereafter for successive periods of 10 years, unless a written instrument amending or terminating such covenants in whole or in part is signed by all tract owners and recorded in the Stokes County Register of Deeds office.
19. Severability: Invalidation of any of these covenants or conditions by judgment or order of any court shall in no way affect any other of these provisions, which shall remain in full force and effect.
20. Assignment: The Declarant reserves the right to assign its rights under this Declaration of Restrictive Covenants.
21. Enforcement: These restrictions are made for the benefit of the Declarant and the future owners of the property described herein, their heirs, successors and assigns. Any of the Restrictive Covenants may be enforced by the Declarant and/or any tract owner by proceeding against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages thereof. Injunction shall not issue to compel the removal of or moving of any completed residences for violation of setback restrictions; the sole remedy of any offended person being a suit for damages. However, no violation shall result in a forfeiture of the real estate.
22. Amendments: The foregoing Restrictive Covenants may be modified or amended by the Declarant, or its assigns in its sole and uncontrolled discretion to allow reasonable variances and adjustment to alleviate practical difficulties and hardships in their enforcement and operation. Any amendment shall be recorded in the Register of Deeds of Stokes County and shall make express reference to this Declaration.
- IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

BLUE RIDGE VALLEY ENTERPRISES, INC.

By: 
C. Nelson Easter, President

NORTH CAROLINA)
STOKES COUNTY)

I, a Notary Public of Stokes County, North Carolina, certify that C. Nelson Easter
personally appeared before me this day and acknowledged that he is President of Blue Ridge
Valley Enterprises, Inc., and that he, as President, being authorized to do so, executed the
above document on behalf of the corporation.
My Hand and notarial seal this the 26 day of October, 2005.
My Commission Expires: 3-1-08



Shelley G. Gossett
Notary Public

NORTH CAROLINA)
STOKES COUNTY)

The foregoing certificate of _____ is certified to be correct.
This instrument and this certificate are duly registered at the date and time and in the Book and Page
shown on the first page hereof.

REGISTER OF DEEDS OF STOKES COUNTY

Deputy/Assistant-Register of Deeds

This instrument was prepared by
Michael R. Bennett, Atty.
Stover & Bennett
Post Office Box 775
King, North Carolina 27021