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DAVIE COUNTY NC
KELLY C. FUNDERBURK
REGISTER OF DEEDS

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Drafted by: Brandy E. Koontz, Attorney at Law
181 South Main Street
Mocksville, NC 27028

NORTH CAROLINA)
)
DAVIE COUNTY)

DECLARATION OF RESTRICTIVE
COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS: That Whereas DELTON PROPERTIES, LLC (hereinafter referred to as "Developer:") is the owner and developer of all of the lots in the development known as "Myers Ridge", a Map of which is recorded at Plat Book 13, Page 288, in the Office of the Register of Deeds of Davie County, North Carolina; and whereas the undersigned desire to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, the undersigned hereby covenant and agree, for themselves their heirs and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in aforesaid development, that all of the said lots are hereby subjected to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to and to run with all of the lots in said development, by whomsoever owned.

1. USE OF LOTS: No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any Lot other than one detached, single family dwelling. There shall be no detached buildings, or any type of kind allowed on any Lot. No Buildings may be moved to a lot within the Myers Ridge Development from another location, only new on-site construction is permitted.

2. DWELLING TYPE RESTRICTIONS: No dwelling shall be built, erected or used unless it shall contain at least one thousand eight hundred (1800) square feet of heated and air-conditioned space for a one-story dwelling or 2,000 square feet of heated and air-conditioned space for a one and a half (1 ½) or two (2) story dwelling. All as measured from the outside wall lines exclusive of porches, garages, terraces, and basements. No split-level dwellings shall be built on any lot in Myers Ridge Development. All garages must be attached to the dwelling and contain no less than two (2) parking spaces within the garage. Foundations shall be brick or stone, any other Foundation type must be approved in writing by the Developer. Absolutely no cinderblocks or unfinished foundations shall be permitted. No mobile homes or modular homes shall be allowed on any Lot. Only homes built and constructed on site also known as "stick built" homes will be allowed. No mobile, modular, precut, and/or manufactured homes shall be permitted on any Lot at any time.
3. LOT RESTRICTIONS: No Lot shall be used for or maintained for dumping, refuse or rubbish placement. All garbage must be maintained in sanitary and clean containers. Trash, garbage, or other waste shall not be kept except in sanitary containers screened from view by either an appropriate type of fencing in accordance with these covenants. No residence shall be erected on less than one lot and no lot shall be subdivided; except that two (2) owners may subdivide a Lot between them combining the Lot being subdivided with the Owner's original Lot(s) making the original Lot bigger, but only one single-family residential structure shall be built on each Lot as recombined. Lot or improvement shall be used for business, professional, commercial, agriculture or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residence purposes.
4. NUISANCES: No noxious or offensive activity shall be undertaken within the development, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood.
5. COMMENCEMENT OF CONSTRUCTION: Commencement of construction shall begin within six (6) months from the date of acquisition of any lot from the declarant. Once construction is commenced, work thereon must be pursued diligently and the structure shall be completed within twelve (12) months from the date of construction commenced as herein defined. Included shall be the completion of all exterior work including but not limited to walks, driveways, and landscaping. For the purpose of this provision, commencement of construction means when the grading or excavation for the footings for any detached single-family dwelling begins.
6. SET BACK RESTRICTIONS: all minimum side yards and front and rear setbacks shall be as required by applicable zoning ordinances, rules and regulations for Davie County.
7. ANIMALS: Except as herein provided, no animals, livestock, pig or poultry of any kind shall be kept, bred, raised or maintained on any Lot or in any dwelling erected on any Lot.

Dogs, cats, or other common household pets may be kept or maintained inside the dwelling erected on such Lot, provided same are not kept for commercial or hobby purposes. In the event such dogs, cats or other common household pets are kept or maintained as above, at any time such animal is outside of the dwelling it must be maintained on a leash, restraining device or within a fenced area on the owner's Lot. Not pets shall be allowed to be maintained on any Lot if such pets are found to create a nuisance to the neighborhood. Hunting or trapping of wild animals, fowl and game are prohibited on Lots.

8. FENCING: No wire or chain link fencing may be erected or used on the lot. No fencing may be erected nearer the front property line than the front wall of the single-family dwelling thereon; only wood, vinyl, aluminum, stone, brick or wrought iron fencing is permitted. The "smooth" side of the fencing material shall be facing the outside of the Lot upon which the fence is located. All metal fencing must have either black or dark green coating.
9. DRIVEWAYS: All driveways shall be paved or concrete with concrete culvert.
10. PARKING: No junk automobiles, cars stored for repairs or restoration, nor any other type of salvage shall be placed on a Lot so as to be visible by others. No parking boats or campers/RVs at a single residence from more than twenty-four (24) hours shall be permitted. No paring of vehicles in the front yard of any residential dwelling.
11. ROOF PITCH REQUIREMENT: all dwellings shall have a roof pitch of 6/12 or greater.
12. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent.
13. EXTERIOR FACADE: No portion of any building erected on any lot shall have exposed concrete block walls on the exterior and that includes the use of exposed concrete block for the purpose of retaining walls. The exterior façade may be brick, rock, hardy-board or other façade material approved by the Developer in writing.
14. SIGNAGE: No signs of any type except for one (1) "For Sale" signs not exceeding eighteen (18) inches by twenty-four (24) inches in size may be erected on any Lot and/or customary signs placed upon the Lot during construction by the builder, thereon identifying the construction site, builder or subcontractors until the end of the construction period as defined herein and no longer.
15. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may change the direction of the flow of water through drainage channels in the easement, or which may obstruct or

retard the flow of the water through drainage channels within the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Declarant reserves the right to create and impose additional easements or right of ways over unused Lot or Lots for street, drainage and utility installation purposes by recording of appropriate instruments which shall not be constructed to invalidate any of the declaration.

16. EXTERIOR DEWELLING FIXTURES RESTRICTIONS: All exterior heating and air-conditioning equipment must be concealed from view by fencing. No clothes lines or other exterior clothes drying devices shall be allowed on any lot.
17. UTILITIES: All utilities, including, but not limited to, electrical, telephone, cable television, propane tanks, and other lines or services must be run underground.
18. PUBLIC RIGHT OF WAY: Nothing, including but not limited to, walls, fences, gates, timers, trees or plants, shall be erected or permitted to remain in any portion of the public street right-of-way or related sight or drainage easements as shown on the recorded map of this development. No drainage ditch or swale shall be filled, tilted or altered in any ways except in accordance with the standards of the NCDOT. All mailbox locations within the right-of-way shall be installed in accordance with US postal service and NCDOT requirements.
19. STREETS: The street identified on the recorded Plat has been constructed as public streets, meeting the standards of North Carolina Department of Transportation for secondary roads at the time of construction. Until such time as the State assumes maintenance of such Street(s), if ever, the owner(s) of Lots shall be responsible for their pro-rata share of street(s) maintenance. Street maintenance will be determined by a two-thirds (2/3) majority vote of the Lot owners, the owners to have one vote for each Lot owned.
20. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Lot owners and the developers or its assigns shall have standing to enforce these restrictions; including but not limited to Myers Ridge Homeowners Association.
21. DEVELOPER'S RIGHT OF MODIFICATION: The developer has developed this subdivision pursuant to a general plan or scheme of development and does not intend to abandon this general plan. However, the developer reserves the right to cancel, modify or change any of the above restrictions by the written consent of the developer, which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Davie County, North Carolina and which written consent may be given or

withheld within the uncontrolled and sole discretion of the developer as the developer may deem best for the general plan or scheme of development.

22. APPLICABLE PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect for a term of twenty (20) years from the date this declaration is recorded, at which time said covenants, restrictions and conditions shall be automatically extended for successive period of five (5) years unless by a vote of majority of then owners of the lots agreeing to change the said covenants on whole or in part.

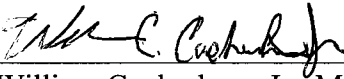
It is expressly understood and agreed between the developer and all subsequent purchasers of Lots in the development, that all conveyances of a Lot of Lots in said development are made subject to the foregoing covenants, conditions and restrictions and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing Lots in said development and their heirs, successors, assigns, administrators or executors.

23. ADDITIONAL PROVISIONS: No captions or titles in this Declaration of Restrictive Covenants shall be considered in the interpretation of any of the provisions hereof.

In case of conflict between any of the foregoing and any Zoning Ordinances for exceptions hereto which may lawfully be made by the Zoning Board of Adjustment or laws which may be in effect, or which may hereafter be enacted, such Zoning Ordinances or laws shall control.

Invalidation of any of these covenants, restrictions or conditions by judgement or Court Order shall in no ways effect of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be signed this the 21st day of May, 2021.

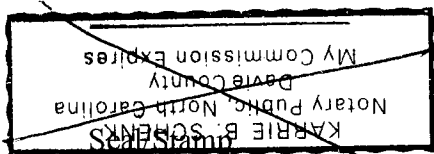
 (SEAL)
William Cockerham, Jr., Managing Member
for Delton Properties, LLC

 (SEAL)
Alesia D Cockerham., Managing Member
for Delton Properties, LLC

STATE OF NORTH CAROLINA
COUNTY OF DAVIE

I, Karrie B. Schenk, a Notary Public of said County and State to hereby certify that William Cockerham, Jr., Managing Member and Alesia D Cockerham, Managing Member of Delton Properties, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument.

Witness my hand and notarial stamp/seal this 24th day of May, 2021.



Karrie B. Schenk

Notary Public: Karrie B. Schenk
My commission expires: 3/30/23

