

Doc ID: 001051350005 Type: RESTR
 Recorded: 11/16/2021 at 12:20:17 PM
 Fee Amt: \$26.00 Page 1 of 5
 Instr# 202100001050
 Greene County, NC
 Nancy Murphy Register of Deeds
 BK **748** PG **279-283**

W3A
26.00

STATE OF NORTH CAROLINA
 DECLARATION OF RESTRICTIVE COVENANTS
 GREENE COUNTY

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made as of the 15th day of November, 2021 by WILLIAM R. COLLINGS and wife, REBECCA E. COLLINGS, ("Declarant").

W I N E S S E T H:

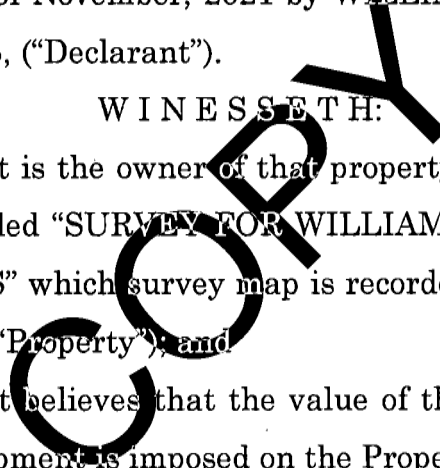
Whereas, Declarant is the owner of that property depicted as lots 1, 2 and 3 on that survey map entitled "SURVEY FOR WILLIAM R. COLLINGS AND WIFE REBECCA E. COLLINGS" which survey map is recorded in Map Book 33, Page 89, Greene County Registry ("Property"); and

Whereas, Declarant believes that the value of the Property is enhanced if a uniform scheme of development is imposed on the Property; and

Whereas, in order to enhance the value of the Property, Declarant restricts the Property as set forth herein.

Now therefore, in consideration of the foregoing premises and other good and valuable consideration, the sufficiency of which is expressly acknowledged, the Declarant does hereby impose the following restrictions on the Property:

1. No lot shall be used except for single-family residential purposes. No commercial enterprises of any type shall be allowed on any lot. No structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single-family residential dwelling and such accessory buildings as are



usual to single family residences, a private garage with space for not more than three (3) automobiles and a second story for guest quarters which quarters shall not be rented separately for remuneration. No dry closets or outdoor privies shall be constructed or allowed on any lot. Notwithstanding the foregoing, an owner of a lot may construct stables or a barn for horses owned by the owner of the lot.

2. Any residential dwelling erected on a lot shall contain a minimum of one thousand seven hundred (1,700) square feet of heated living area, exclusive of roofed or unroofed porches, terraces, garages, carports and utility rooms.

3. The residential dwelling and outbuildings erected upon any lot shall be of good quality and appearance and shall be of good workmanship and quality. No residential dwelling shall be erected, placed or permitted to remain on any lot with an exterior wall of concrete cinder blocks, asbestos, asphalt siding, or steel. No outbuilding shall be erected, placed or permitted to remain on any lot with an exterior wall of concrete cinder blocks, asbestos, or asphalt siding. An outbuilding may have a metal or steel exterior. Any manufactured home or modular home erected, placed or permitted on any lot shall be of new construction.

4. No stripped, partially wrecked, inoperable, or junked trailer or motor vehicle, or parts thereof, shall be permitted to be parked, stored, repaired or kept on any lot. All motor vehicles of any type kept on any lot shall be operable and shall have current registration, license tags and inspection certificates.

5. No noxious and offensive use, odor, illegal trade or activity shall be permitted upon any lot, nor shall anything be done on any lot that shall be or become a nuisance to other property owners.

6. All property owners shall be required to keep their respective lots, whether occupied or undeveloped, well maintained, free of unattractive growth and the accumulation of rubbish and debris, and all cleared areas mowed. All developed and occupied lots must be landscaped within sixty (60) days of occupancy. No building materials shall be allowed to remain upon any lot except during the period of construction of a dwelling thereon. No trash, ashes, garbage or other refuse shall

be dumped, stored or accumulated on any lot, swale, drainage ditch or other part of the Property.

7. No radio station or short wave operator of any kind shall operate from any lot or residence. No satellite tv dishes or CB antennas larger than twenty-four (24) inches in diameter shall be placed or erected on any lot and shall be located to the rear of the residence of said lot.

8. No livestock other than horses are allowed on the Property. No owner shall rent or provide space to horses that are not owned by the owner or by members of owner's household that live on the Property.

9. The foregoing 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 (20) years from the date hereof after which time said covenants shall be automatically extended for successive periods of five (5) years each. These Restrictions may be amended or repealed during the first twenty (20) year period and any extension period by an instrument signed by not less than eighty percent (80%) of the lot owners. Notwithstanding the foregoing, so long as Declarant or Moonstruck Acres, Inc. owns any portion of that property shown on Map Book 25, Page 124 or Map Book 29, Page 238, Greene County Registry, no amendment shall be effective without Declarant joining in the execution of said amendment. To be effective, any amendment must be recorded in the Register of Deeds of Greene County.

10. Enforcement of these covenants shall be by proceedings at law or in equity brought by Declarant or any lot owner, against any person or persons violating or attempting to violate any covenant, either to restrain violation thereof or to recover damages therefor, or both. These covenants run with the Property and are appurtenant to the Property. The invalidation of any one of these covenants by judgment or court order shall in no manner affect any of the other provisions or covenants which shall remain in full force and effect.

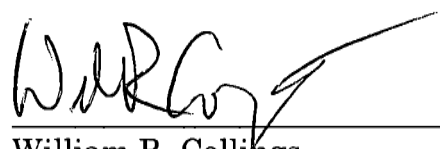
11. This Declaration shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of

North Carolina, and suit to enforce any provisions hereof or to obtain any remedy with respect hereto shall be brought in state court in Greene County, and for this purpose each Owner by becoming such hereby expressly and irrevocably consents to the jurisdiction of said court.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in the manner prescribed by law, the day and year first above written.

SIGNATURE BEGINS ON THE FOLLOWING PAGE

COPY



William R. Collings (SEAL)



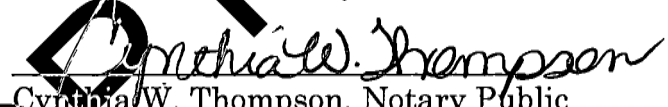
Rebecca E. Collings (SEAL)

NORTH CAROLINA

LENOIR COUNTY

Personally appeared before me this day WILLIAM R. COLLINGS and wife, REBECCA E. COLLINGS being personally known to me or identified by satisfactory evidence and acknowledged to me their due voluntary execution of the foregoing instrument for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 16th day of November, 2021.



Cynthia W. Thompson, Notary Public

My commission expires: 02/26/2023

COPY



Notary seal or stamp must appear within this box.

rja #31
129874-00001