

This Declaration drawn by B. M. Sessoms, Esq., Haywood, Denny & Miller,
Attorneys at Law, P. O. Box 451, Durham, North Carolina 27702

148 119

NORTH CAROLINA
PERSON COUNTY

PROTECTIVE COVENANTS
RED MOUNTAIN ESTATES

THIS DECLARATION, made this 16th day of May, 1977 by
MRS. R. DAWES, SR. (Widow), R. B. DAWES, JR. (Single),
JOHN COLE DAWES and wife, LORETTA H. DAWES, GEORGE W. MILLER, JR.
and wife, EULA MILLER, W. L. TILLEY, JR. and wife, SHIRLEY
TILLEY, and B. M. SESSOMS and wife, BILLIE V. SESSOMS, hereinafter
called Declarants;

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Declarants are the owners of the real property
described in Article I of this Declaration and is desirous of
subjecting said real property to the protective covenants here-
inafter set forth, each and all of which is and are for the
benefit of such property and for each owner thereof, and shall
inure to the benefit of and pass and run with said property,
and each and every lot or parcel thereof, and shall apply to and
bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the
real property described in and referred to in Article I hereof
is and shall be held, transferred, sold, and conveyed subject
to the protective covenants set forth below:

ARTICLE I

The real property which is and shall be held, transferred,
sold, and conveyed subject to the protective covenants set forth
in the Articles of this Declaration is more particularly described
as follows:

Being that certain tract or parcel of land lying
and being in the Mount Tirzah Township, Person
County, North Carolina, and bounded on the North,
East and South by Red Mountain Estates Property,
and on the West by W. A. Tilley Property and
B. L. Lang Property and being what is shown and
designated as Lots 1 through 7 on that certain
plat of survey entitled Red Mountain Estates
Section I, Block A, surveyed by Phillip J. Hall,
Surveyor, dated December 1976 which plat is
specifically referred to for a more perfect and
adequate description of said property.

ARTICLE II

Purpose:

The real property described above is subjected to the protective covenants and restrictions hereby declared to insure the best use and 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 is practicable, the natural beauty of said property; to guard against the erection and placement thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and structures thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between homes and structures, and in general to provide adequately for a high type in quality of improvement in said property and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

Land Use and Building Type:

1. No lot shall be used except for residential, residential agricultural, street, and park purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling and other outbuildings incidental to residential and residential agricultural use of said lots.

2. No dwelling shall be permitted on any lot which dwelling has a floor area of the main structure, exclusive of basements, porches, garages, and storage areas, of less than 1350 square feet. Each dwelling shall have its own septic tank for disposal of sewage, which shall comply with County and State standards.

3. No cement, solite, concrete block or similar block shall be used in any exposed exterior wall in any structure on any lot.

4. No lot shall be subdivided into lots containing less than three (3) acres.

ARTICLE IV

Building Location and Setback:

No building shall be located on any lot nearer to the front property line on any street than 50 feet nor nearer than 80 feet from the center of said street. No building shall be located nearer than 50 feet to the property line on any side street.

ARTICLE V

Nuisances:

No privies shall be constructed or kept on the lots conveyed and no livestock or animals creating an objectionable odor shall be kept on the premises and no nuisance of any kind shall be maintained or allowed thereon nor use made thereof or permitted which shall be noxious or dangerous to health. Livestock may be kept on any lot including dogs, cats and household pets under reasonable regulations of controlling sanitation provided they do not become a nuisance to the other property owners and further provided that they are not kept, bred or maintained for commercial purposes.

No noxious or offensive activity, including the operation of motor scooters, mini bikes, motorcycles or similar vehicles, 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. The preceding sentence shall not be deemed to preclude the use of such vehicles for normal and reasonable transportation in commuting to and from said lots. No trade materials or inventories may be stored upon the premises, and no inoperable vehicles may be stored or regularly parked upon the premises. No business activity or trade of any kind whatsoever shall be

carried on upon any lot. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste; and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers.

ARTICLE VI

Temporary Structures:

Any structure of a temporary character, including trailer, mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a permanent residence. Trailers or mobile homes of the type used for camping or recreational purposes may be used temporarily for periods of no more than three months or stored out of sight to the rear of such residence as is built upon said lot or in an enclosed building.

ARTICLE VII

Street Maintenance:

The North Carolina Department of Transportation shall have the right to encroach upon the frontage of any of the property in this development for a depth of five feet from the front line of said property for the purpose of maintaining the streets in said development.

ARTICLE VIII

Signs:

No signs or billboards of any description shall be displayed on the property with the exception of signs "For Rent" and "For Sale", which signs shall not exceed 2 feet by 3 feet in size.

ARTICLE IX

Easements:

Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear 10 feet of each lot and along a strip of land 6 feet in width along each side lot line. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct

or retard the flow of water through drainage channels in the easement.

ARTICLE X

Modification of Covenants:

Grantors, for themselves, their heirs, successors and assigns, reserve the right to alter, amend, modify, or revoke any of the covenants contained in this instrument, and such modification, amendment or revocation shall apply to such lot or lots as remain vested in them, their heirs, successors and assigns, or any of them.

ARTICLE XI

Term:

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority by the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XII

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.

ARTICLE XIII

Severability:

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.

Unofficial Document

IN TESTIMONY WHEREOF, the Declarants have hereunto set their hands and seals this 20 day of May, 1977.

Mrs. R. B. Dawes Sr. (SEAL)
Mrs. R. B. Dawes, Sr.

R. B. Dawes, Jr. (SEAL)
R. B. Dawes, Jr.

John Coe Dawes (SEAL)
John Coe Dawes

Loretta H. Dawes (SEAL)
Loretta H. Dawes

George W. Miller, Jr. (SEAL)
George W. Miller, Jr.

Eula Miller (SEAL)
Eula Miller

W. L. Tilley, Jr. (SEAL)
W. L. Tilley, Jr.

Shirley Tilley (SEAL)
Shirley Tilley

B. M. Sessoms (SEAL)
B. M. Sessoms

Willie V. Sessoms (SEAL)
Willie V. Sessoms

Unofficial Document

NORTH CAROLINA

PERSON COUNTY

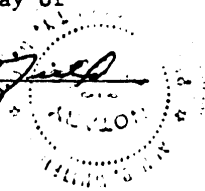
I, Ann B. Whitfield, a Notary Public of said County and State, do hereby certify that personally appeared before me this day, MRS. R. B. DAWES, SR., R. B. DAWES, JR., JOHN COE DAWES and wife, LORETTA H. DAWES, and each acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 20 day of May, 1977.

Ann B. Whitfield
Notary Public

My commission expires: 9.16.80

Document



NORTH CAROLINA)
PERSON COUNTY)

AMENDMENTS TO PROTECTIVE COVENANTS,
RED MOUNTAIN ESTATES

These amendments to the Protective Covenants, Red Mountain Estates, recorded in Book 148, page 119, Person County Registry, made this 7 day of May, 1979, by MRS. R. B. DAWES, SR. (widow), R. B. DAWES, JR. (single), JOHN C. DAWES and wife, LORETTA H. DAWES, GEORGE W. MILLER, JR. and wife, EULA MILLER, W. L. TILLEY, JR. and wife, SHIRLEY J. TILLEY, and B. M. SESSOMS and wife, BILLIE V. SESSOMS, hereinafter called Declarants:

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Declarants have found it necessary to modify and amend the Protective Covenants, Red Mountain Estates as provided for therein which are recorded in Book 148, page 119, Person County Registry, in order to further benefit the property and property owners and their successors in interest.

NOW, THEREFORE, the Declarants hereby declare that the real property described in and referred to in Article I of The Protective Covenants as modified and amended herein, is and shall be held, transferred, sold, and conveyed subject to the Protective Covenants as modified and amended herein as follows:

A. Article I is amended by adding new paragraphs at the end thereof as follows:

"Being those certain tracts or parcels of land lying and being in the Mount Tizzle Township, Person County, North Carolina as shown on plats of surveys entitled 'Property of J. Y. Brown, Sr. Estate' surveyed by Phillip J. Hall, Surveyor dated December, 1974 and which were conveyed to Declarants by Deed of George W. Jackson, Commissioner, dated October 31, 1975 and recorded in Book 141, page 43, Person County Registry on November 3, 1975 both of which plats of survey and deed are specifically referred to for a more perfect and adequate description of said property."

"The tract or parcel of land referred to in the first paragraph of this Article is included in the conveyance described in the second paragraph of this Article."

B. Article III, paragraph 2, is amended by deleting it in its entirety and inserting the following in lieu thereof:

"2. No dwelling shall be permitted on any lot which dwelling has a floor area of the main structure, exclusive of basements, porches, garages, and storage areas, of less than 1350 square feet, except as permitted and agreed to by Declarants. Each dwelling shall have its own septic tank for disposal of sewage, which shall comply with County and State standards."

C. Article III, paragraph 4, is amended by deleting it in its entirety and inserting the following in lieu thereof:

"4. No lot shall be subdivided into lots containing less than three (3) acres, except as permitted and agreed to by Declarants."

D. Article VII is amended by deleting it in its entirety and inserting the following in lieu thereof:

"ARTICLE VII

Street and Road Maintenance:

1. As a means of providing ingress and egress to and from the lots which do not abut and adjoin or have access to State Road 1737 which are subdivided from the real property described in Article I and State Road 1737, the Declarants agree for themselves, their heirs, personal representatives and assigns to provide and maintain all weather private roads or private streets each with a sixty (60) foot right of way to each lot which is sold and conveyed by them for a period of five (5) years or until twenty (20) lots abutting and adjoining said roads or streets have been sold and conveyed. Thereafter, each Grantee of a lot abutting and adjoining said roads or streets for himself, his heirs, personal representatives and assigns, covenants and agrees to pay annually, on or before January 31 of each year, his pro-rata share of the cost to provide and maintain the said private roads or streets each with a sixty (60) foot right of way

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which provide ingress and egress to and from his lot to State Road 1737.

2. Grantee's assessment in this regard shall be paid promptly when same becomes due and in the event of Grantee's failure to pay same promptly when due shall constitute a lien upon the Grantee's lot and the same may be enforced in law or in equity as in the case of any lien foreclosure. Such annual assessment may not exceed the sum of twenty (20) mills on the dollar of the assessed valuation of the premises and any improvements constructed thereon (exclusive of personal property) as fixed each year by the Board of County Commissioners of Person County, North Carolina for county taxation purposes. Such annual assessment shall accrue to the benefit of and may be enforced jointly and severally by the other property owners who are Grantees of the property described in Article I and whose lots abut and adjoin said roads and streets.

3. In order to administer the terms of this covenant the Grantees whose lots abut or adjoin said roads and streets shall form an association which shall be responsible through duly elected officers for determining the necessary requirements for providing and maintaining from time to time the private roads or streets contemplated herein. Such association shall be responsible for the collection of the assessments provided for herein.

4. At such time as any public body including the North Carolina Department of Transportation, Person County, or any municipality shall undertake to provide and maintain the roads and streets contemplated herein, this covenant shall cease, terminate, and be held for naught."

IN TESTIMONY WHEREOF, the Declarants have hereunto set their hands and seals this 7 day of May, 1979.

 (SEAL)
Mrs. R. B. Dawes, Sr.