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Prepared by Cedar Creek Land Co., L.L.C. 711D N. Main St. Roxboro, NC 27573
and return to: N. Kyle Hicks, P. O. Box 247, Oxford NC 27565

STATE OF NORTH CAROLINA

COUNTY OF WARREN

**DECLARATION OF RESERVATIONS AND PROTECTIVE COVENANTS
FOR FISHING CREEK**

THIS DECLARATION OF COVENANTS, established this the 5th day of January, 2006, by Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, (hereinafter referred to as Developer).

RECITALS:

Developer is the owner of Fishing Creek, consisting of Tracts 1 through 5, as more particularly described in plat of survey recorded in Plat Cabinet 1, Slide 240A, Plat 10, Warren County Registry, North Carolina. The said plat is hereby incorporated herein by reference for a greater certainty of description.

Developer hereby declares that Tracts 1 through 5 as referenced hereinabove shall be held, transferred, sold, conveyed, owned and occupied subject to the covenants, restrictions, easements and charges as hereinafter set forth as follows:

1. **SUBJECT PROPERTY:** The Protective Covenants are applicable to the following described property located in the Shocco Township, Warren County, North Carolina:

Tracts 1 through 5, inclusive, as more fully shown on that certain plat prepared by Alan's Surveying, P.A. Land Surveyor, entitled "Fishing Creek", dated 11-25-05, and recorded in Plat Cabinet 1, Slide 240A, Plat 10, Warren County Registry.

2. **EASEMENTS:** Developer reserves unto itself, its successors and or its assigns, the right to erect and maintain all utility and electric lines, with the right of ingress or egress for the purpose of installing or maintaining same, and the right to grant easements for the location of utility and electric lines for service to the lots which are subject to these covenants.

3. ENFORCEMENTS AND RESERVATIONS:

- a. Any violation of the provisions of this Declaration of Reservations and Protective Covenants may be enforced by the Developer, or any individual tract owner or group of tract owners. Suits to prevent or enjoin such violation or to recover damages or other dues for such violation, shall be lawful, proper and authorized under this Declaration. If an owner is found to be in willful violation of any provision of this Declaration, that owner shall be responsible for all costs of enforcement including attorney fees. Nonpayment of the annual easement maintenance assessment shall be grounds for an immediate lien on the applicable tract(s).
- b. Developer reserves the right to amend, delete or add to these covenants and restrictions as necessary provided any such amendments or deletion or addition shall not unreasonably interfere with the use and enjoyment of the land by the owner(s).

4. TRACTS AND AREA USE:

- a. Each tract in Fishing Creek shall be used for single family residential, non-commercial plant or crop agriculture, and recreational use purposes only.
- b. Commercial activities are therefore expressly prohibited except for in home office business activity to the extent that such activity is in compliance with federal, state and local regulations.
- c. No single wide mobile homes of any sort shall be allowed on any tracts of Fishing Creek.
- d. All manufactured homes placed on the subject tracts shall have all towing apparatus removed. Said homes shall have the area below the home completely enclosed by using real rock, ever rock, nail lite brick skirting, vinyl or placed on a permanent masonry foundation at the time installation.
- e. Driveways to dwellings must be constructed in concrete, asphalt or gravel. A minimum of 8 feet in width and travel a distance of not less than 75% of the total distance from dwelling to driving surface that provides access to the tract.

5. NUISANCE ACTIVITIES:

- a. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may cause an annoyance or nuisance to the neighborhood; further activities on or the use of any said tract shall not pollute, cause waste to, or adversely affect other tract owners enjoyment of their respective tracts.
- b. No more than one unlicensed, abandoned or unusable motor vehicle of any sort shall be allowed on a tract, and shall be kept to the rear of the dwelling.
- c. Property owners shall not block, obstruct or redirect the flow of any existing natural water course, as shown on the above mentioned plat or apparent by a visual inspection.

6. MAINTENANCE: Each tract owner shall promptly remove or otherwise dispose of trash, garbage or rubbish and at all times keep the tract free from accumulation of the same.

7. ANIMALS: No Swine of any kind shall be kept, raised or bred on any tract. Commercial livestock, including but not limited to, poultry shall be expressly prohibited. Domestic pets, such as dogs and cats, may be kept, provided they are not bred or maintained for commercial purposes. Domestic pets shall not be permitted to run at large so as to become an

annoyance to other tract owners. Animals must be appropriately supervised, penned or restrained at all times.

8. CONFLICT: In the event of any conflict between the provisions of this document and the Plat drawings and/or specifications, the constraints reflected in the plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in the application of the most protective provision herein. Any structures and/or improvements located upon any tract and pre-existing the recordation of this instrument, are exempt from any restrictions in this instrument which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or the addition of improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

9. MISCELLANEOUS PROVISIONS:

- a. The Reservations and Protective Covenants in this document are to run with the land hereinafter described and shall be binding upon all parties and all persons owning tracts in Fishing Creek, or claiming under them, as well as the Developer. Their successors and assigns shall expressly benefit by said Restrictions and may enforce them as a covenant appurtenant unto their respective lands.
- b. Invalidation of any of the following Reservations and Protective Covenants by judgment or Court Order or otherwise shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Reservations and Protective Covenants at the time of violation shall not be deemed a waiver to enforce said Covenants.

WITNESS the following signature and seal:

CEDAR CREEK LAND CO., L.L.C.,
Virginia Limited Liability Company

By: *Rodney R. Huff* (SEAL)
Rodney R. Huff, a Manager

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Georgiana Stone Day, a Notary Public of the County and State aforesaid, do hereby certify that on this day personally appeared before me Rodney R. Huff, a Manager of Cedar Creek Land Co., L.L.C, a Virginia Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 5th day of January, 2006.

(SEAL)

My Commission Expires: August 1, 2010
Georgiana Stone Day
Notary Public
Georgiana Stone Day

