

MAINTENANCE ENTRY

See Notice of Lien

Bk. 200 - Pg. 255

In Bk. 346, Page 412-

Dated 10-19-98 416

Delores S. Dameron
Register of Deeds

RESTRICTIVE COVENANTS

NORTH CAROLINA

CASWELL COUNTY

THIS AGREEMENT AND COVENANT, entered into this 1st day of June, 1979, by and between Hope M. James, Jr. and wife, Betty Sue James, their heirs, successors, and assigns, hereinafter referred to as parties of the first part; and their successors in title to any part of the lands hereinafter described, hereinafter referred to as parties of the second part;

WITNESSETH:

THAT WHEREAS, the parties of the first part are seized in fee simple absolute and are presently in possession of certain lands lying and being in Milton Township, Caswell County, North Carolina, which lands are more particularly described in ARTICLE I below;

AND WHEREAS, the parties of the first part intend to convey certain lots from the lands described in ARTICLE I below, and to subject the lands so conveyed to the covenants contained herein for the benefit of their property and for the benefit of future purchasers and owners of the same;

NOW, THEREFORE, in order that the lands described herein shall be developed and used in a manner calculated to promote the utility, value, and enjoyment thereof, the parties hereto do hereby covenant with any future owner of any part of any property as is hereinafter described, and do place the following restrictions upon the use and occupancy of said land, and the purchaser or owner of any lot or parcel of said land hereinafter conveyed, does for himself, herself, or itself, and for his, her, and its successors in title, heirs, and assigns, agree to the following restrictive covenants, which shall be covenants running with the land:

ARTICLE I

The lands to which these restrictive covenants shall apply are described as follows:

256

PAGE TWO

All that certain tract or parcel of land lying and being in Milton Township, Caswell County, North Carolina, being comprised of Lots No. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, as are more particularly described and depicted on that plat entitled "SONSHINE SOUTH," as compiled from an actual survey by Phillip J. Hall & Associates, dated March, 1979; the aforesaid plat, being of record in the Caswell County Registry in Plat Book 10 Page 35 is hereby incorporated herein and made an integral part of this description by express reference thereto for the purpose of providing a more particular, complete and accurate description of the property herein as subject of the said restrictive covenants.

ARTICLE II

No lot or tract of land as referred to above on the aforesaid plat shall be subdivided.

ARTICLE III

All residential buildings shall have at least one thousand-two hundred (1200) square feet of heated floor space.

ARTICLE IV

Prior to commencement of construction of any building upon the above-described property, the owner shall submit to Sonshine South Property Owners Association, Inc. for its approval, plans and specifications for any proposed building along with specifications for the actual physical position of the proposed structure upon the lot. Commencement of construction or erection of any such proposed buildings shall not be made without the prior written approval, of the said plans and specifications, including specifications for the actual physical positioning, by Sonshine South Property Owners Association, Inc.

ARTICLE V

No livestock shall be permitted upon the above-described property. Livestock in this context includes, but is not limited to, cattle, pigs, horses, sheep, goats, chickens, ducks, turkeys and geese.

ARTICLE VI

No structure of a temporary character, mobile home, trailer, tent, camper, shack, shall be used on any lot at any time as a residence or dwelling, either temporary or permanent; provided, however this restriction in ARTICLE VI may be waived upon written approval therefor by the Directors of Sonshine South Property Owners Association, Inc.

257

PAGE THREE

ARTICLE VII

No noxious or offensive activity shall be permitted upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VIII

The roads within the boundaries of the above-described property are private and all maintenance, improvements, and repairs thereof shall be at the expense of the individual property owners and/or Sonshine South Property Owners Association, Inc.

ARTICLE IX

Membership, by lot owners of the above-described property in Sonshine South Property Owners Association, Inc., is required. The payment of dues, fees, and assessments in accordance with the bylaws, rules, and regulations thereof is further required as a duty and responsibility of membership. Assessments, by Sonshine South Property Owners Association, Inc., against property owners for the costs of maintenance and repair of the roads as aforesaid, shall constitute a lien upon individual lots in the above-described property in accordance with the rules and regulations of Sonshine South Property Owners Association, Inc. Such a lien hereunder will be a valid lien on the property so affected from time of recordation of a notice of the lien in the office of the Register of Deeds, with priority being accorded, as against other bona fide liens, from time of recordation. The notice of lien shall be recorded in the office of the Register of Deeds, indexed in the Grantor index under the name of the owner(s) of the property to which the lien attaches, and in the Grantee index under the name of Sonshine South Property Owners Association, Inc. The notice of lien shall (1) indicate the owner(s) of the property affected thereby, (2) indicate the lien is in favor of Sonshine South Property Owners Association, Inc., (3) describe the property to which the lien attaches, (4) state that the lien is pursuant to this ARTICLE IX of these Restrictive Covenants, and (5) include other information

258

PAGE FOUR

as may be necessary for clarity and compliance hereunder. The notice of lien shall be cancelled by a marginal entry on the face thereof, when satisfaction of the amount due under the lien has been made. This cancellation shall be made by the President, or other officer, of Sonshine South Property Owners Association, Inc., so designated and authorized by the governing instrument of the organization. The Register of Deeds is authorized to note such cancellation by a marginal entry upon exhibition of the original notice of lien properly cancelled by the appropriate officer as above-stated.

ARTICLE X

Enforcement of these restrictions shall be by actions at law or in equity against any persons, firms, corporations, or other entities violating or attempting to violate any covenant contained herein. Invalidation of any one or more of these covenants by judgment of court shall in no wise affect any of the other provisions and covenants which shall remain in full force and effect.

ARTICLE XI

The restrictions and covenants contained herein are permanent and are to run with the land and shall be binding on all persons, firms, corporation, or other entities claiming under the parties of the first part. In the event that these covenants are ever held unreasonable by order of court due to the fact that they are to be permanent rather than limited in time, then in that event, they shall be limited to a period of fifty (50) years from the date hereof and shall then expire on June 1, 2029. In the event that the period of fifty (50) years is ever deemed unreasonable by order of court, then in that event, these restrictive covenants shall be limited to a period of time extending to twenty (20) years from the date of death of Hope M. James, Jr. or his wife, Betty Sue James, whichever is last to die, at which time the covenants will expire on the twentieth (20th) anniversary of the date of death of the last survivor of Hope M. James, Jr. and wife, Betty Sue James, as aforesaid.

259

PAGE FIVE

ARTICLE XII

These restrictive covenants shall be binding on and inure to the benefit of Hope M. James, Jr. and wife, Betty Sue James and their heirs, assigns, and successors in title to the above-described property.

IN WITNESS WHEREOF, Hope M. James, Jr. and wife, Betty Sue James, parties of the first part, have hereunto set their hands and seals the day and year first above written and by doing so, forever bind themselves, their heirs, successors, and assigns.

Hope M. James, Jr. (SEAL)
Hope M. James, Jr.

Betty Sue James (SEAL)
Betty Sue James

NORTH CAROLINA

CASWELL COUNTY

I, Gay S. Daniel, a Notary Public do hereby certify that Hope M. James, Jr. and wife, Betty Sue James personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and things therein set out.

Witness my hand and Notarial seal this the 1st day of



Gay S. Daniel
Notary Public

My Commission expires: 4/1/84

North Carolina, Caswell County.

The foregoing (or annexed) certificate of Gay S. Daniel
Notary Public of Caswell Co. N.C. and C.
Notary Public of _____, is are certified to be correct.

This the 11 day of June, A.D., 19 79.

Filed for registration on the 11 day of June, 19 79.

at 3:01 o'clock P.M. 200-11-255.

By Patricia K. Hollington
Assistant Register of Deeds