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PATSY T. McDONALD  
REGISTER OF DEEDS  
RICHMOND CO., NC

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North Carolina  
Richmond County

Amendment to Restrictive Covenants

This Amendment to Restrictive Covenants is made this June 25, 2004 by Duckworth Properties, LLC and Rocky River, LLC (collectively, Owners).

WITNESSETH:

Owners are the owners and developers of Northam Downs Subdivision as shown on a plat recorded on Plat Slide 670-B, Richmond County Registry. Restrictive Covenants for Lots 101, 102, 104 - 111 and Lots 201-230 are recorded in Book 1089, page 243. Owners have been assigned all rights to amend said Restrictive Covenants by Assignment recorded in Book 1277, Page 205, Richmond County Registry.

Pursuant to the terms of the Restrictive Covenants recorded in Book 1089, page 243, said Restrictive Covenants are hereby amended as follows:

- 1- Lots affected. Lots affected by this Amendment are Lots 201-230, both inclusive and this Amendment should not apply to the other lots set forth in said Restrictive Covenants.
- 2- Land Use and Building Type. In addition to the other provisions set forth in Section One of the Restrictive Covenants, no double wide mobile home of any type shall be erected or placed on any lot, so that the result of this amendment only stick-built homes and modular homes shall be permitted on the lots affected by this amendment.

Except as amended hereby, the Restrictive Covenants shall remain in full force and effect.

In witness whereof, Owners have caused this instrument to be executed by authority duly given as of the date and year first above written.

Duckworth Properties, LLC

Rocky River, LLC

By: James J. Dotts  
Member / Manager

By: Paul J. Wom  
Member / Manager

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easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which may interfere with the easements reserved. 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.

13. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. **LOT MAINTENANCE:** Each lot owner shall keep his lot free of tall grass, undergrowth, brush, dead trees and rubbish, and properly maintained so as to present a pleasing appearance and prevent erosion.

15. **SUBDIVISION:** Without the written consent of the Owner, no lot shall be subdivided, or its boundary lines changed, unless each part of the subdivided lot shall become a part of an adjacent whole lot, and the total number of lots is not increased. Each resulting modified lot shall thereafter constitute one lot. The restrictions and covenants herein shall apply to the modified lots resulting from said subdivision and addition. Provided, however, the Owner hereby expressly reserves to itself the right to re-plot or re-subdivide any lots shown upon said plat.

16. **DRIVEWAY CONSTRUCTION:** Roadside drain pipes for driveways shall be installed and in proper working order prior to construction upon any lot.

17. **RIGHTS OF OWNER:** In order to insure the orderly development of said subdivision and the uniform administration of the rights reserved herein to the Owner, the Owner may at any time by instrument recorded in the Richmond County Registry assign to any person, firm or corporation any and all rights, duties, powers and obligations, including without limitation any and all rights of approval, consent and control and regulation herein reserved to the Owner. All rights, duties, privileges and responsibilities imposed upon or herein reserved to the Owner shall bind and inure to the benefit of any such successor or assignee of the Owner.

18. **TERM: MODIFICATION OR AMENDMENT:** 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-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; provided, however, the Owner reserves the right to unilaterally modify or amend these covenants in whole or in part at any time within five (5) years from the date these covenants are recorded by instrument recorded in the Richmond County Registry, any amendment or modification by the Owner within said time frame to be binding upon all then owners of lots within said subdivision from the date of recording of said instrument; provided further, however, no such amendment or modification by the Owner shall be effective to make any then existing condition an enforceable violation of these covenants, as amended or modified, provided that said condition was not in violation of said covenants prior to the amendment or modification.

19. **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.

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

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IN WITNESS WHEREOF, ANDERSON & ANDERSON OF SCOTLAND, LLC has caused this instrument to be executed in its company name by James L. Anderson, one of its Member-Managers, all by authority duly given as of this the \_\_\_ day of April, 2000.

ANDERSON & ANDERSON OF SCOTLAND, LLC

By: James L. Anderson (SEAL)  
James L. Anderson, Member-Manager

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EDGEWOOD SECTION 3  
RESTRICTIONS

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ORIGINAL

KNOW ALL MEN BY THESE PRESENTS that Lawrence L. McInnis and June L. Snead, owners of Edgewood Subdivision, excepting Lot #3, do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring any lots in Edgewood Subdivision, Section 3(except Lot #3), a plat of which is to be recorded in the office of the Register of Deeds for Richmond County, N. C. are hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to wit:

1. Land Use and Building Type.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. Dwelling Cost, Quality and Size

No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

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3. Building Location.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 75 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Lot Area and Width.

No dwelling shall be erected or placed on any lot having a width of less than 150 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 60,000 square feet.

5. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

6. Nuisances.

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

7. Temporary Structure.

No mobile home or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or kept on any lot at any time as a residence either temporarily or permanently.

8. Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Sewage Disposal.

No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as required by the North Carolina State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction.

11. Term.

These covenants are to run with the land shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority

of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. 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.

13. Severability.

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

IN WITNESS WHEREOF, Lawrence L. McInnis and June L. Snead have hereunto set their hands and seals this 17th day of February, 1976.

Lawrence L. McInnis (SEAL)  
Lawrence L. McInnis

June L. Snead (SEAL)  
June L. Snead

NORTH CAROLINA-RICHMOND COUNTY

I, Nelly D. Brier, a Notary Public of said County, do hereby certify that Lawrence L. McInnis, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 17 day of February, 1976.

My Commission expires:

6-16-76

Nelly D. Brier  
Notary Public

NORTH CAROLINA-RICHMOND COUNTY

I, Nelly D. Brier, a Notary Public of said County, do hereby certify that June L. Snead, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 17 day of February, 1976.

My Commission expires:

6-16-76

Nelly D. Brier  
Notary Public

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NORTH CAROLINA  
RICHMOND COUNTY

The foregoing certificates of Sally D. Pierce are certified to be correct. This instrument was presented for registration and recorded in this office at Book 580 Page 832.

This 2nd day of March, 1976, at 9:30 AM.

MARTHA R. GORDON, Register of Deeds

*Martha R. Gordon*

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