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

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NORTH CAROLINA

RESTRICTIVE COVENANTS
PARRISH GLEN PHASE I

RICHMOND COUNTY

KNOW ALL MEN BY THESE PRESENTS, that TJG Properties, LLC, owner and developer of PARRISH GLEN SUBDIVISION PHASE I does hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring Parcels Nos. 1 through 9, inclusive, as shown on the plat of Parrish Glen Phase I which is recorded in the office of the Register of Deeds for Richmond County, North Carolina, in Plat Slide 718-K, are hereby subjected to the following restrictions as to the use thereof, running with the parcels subject to these restrictions by whomsoever owned.

1. **Area of Application.** These restrictions shall apply to Parcels 1 through 9, inclusive, of Parrish Glen Subdivision Phase I, as shown on the said plat recorded in the office of the Register of Deeds for Richmond County, North Carolina.
2. **Use.** The property shall be used for residential purposes only and no commercial building shall be erected, placed or permitted to remain on any parcel and no trailers used for a residence, temporarily or permanently, mobile homes or modular homes shall be permitted or placed on any parcel. Only one principal dwelling shall be erected on any one parcel. Provided, however, the owner of any one parcel may construct such detached garages, or outbuildings, as are deemed necessary and expedient. In the construction of outbuildings, garages or such additional structures, the said structure shall be of the same building material, type of construction, and in conformity and harmony with the type and manner of construction of the principal dwelling constructed on the said parcel, such garages or outbuildings shall be underpinned in conformity with the principal dwelling and permanently attached to the grounds. No motor homes or large boats shall be kept in front or on the side of the dwelling and said motor homes and large boats shall be maintained under shelters.
3. **Size of Dwelling.** No one story dwelling shall be constructed which contains less than 1,600 square feet of heated living area on any parcel. No dwelling having more than one story shall be constructed which shall contain less than 1,900 square feet of heated living area on any parcel.

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4. **Location of Structures.** No building, to include outbuildings, shall be located on any parcel nearer than 45 feet to the front parcel line, nearer than 45 feet to any side street line, nor nearer than 15 feet to any interior parcel line. For the purpose of this covenant, eaves, steps, or open porches will not be considered as part of a building, provided, however, that they shall not be constructed to permit any portion of the building on the parcel to encroach upon any other parcel.

5. **Subdivision of Parcels.** No parcels shall contain less than 40,000 square feet in land area.

6. **Pets, Animals, etc.** No cows, horses, goats, fowl, swine, or poultry may be kept on any parcel. No aggressive canines or potentially dangerous dogs or other potentially dangerous animals may be kept on any parcel. No more than two (2) dogs and two (2) cats may be kept on any parcel, and they must be kept on the parcel and not allowed to roam the neighborhood. There shall be no breeding of animals nor the commercial sale of animals on any parcel.

7. **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, and shall be located at rear areas of each lot and should it be necessary for any container to be kept in the front area of the lot, written permission must be obtained from the developer, its heirs or assigns, or its authorized agent, and such container if approved, must be enclosed in a shelter in keeping with the construction in the neighborhood and so constructed that the container is not visible from the outside of the shelter.

8. **Individual Sewage Systems.** No individual sewage systems shall be permitted on any parcel unless the system is located, constructed and equipped in accordance with the standards and requirements which are substantial or equal to or exceed the minimum requirements for such systems as issued by the North Carolina State Board of Health and/or the Federal Housing Administration in connection with the issuance of mortgages covering property in this State and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

9. **Fences.** No fence of any type shall be allowed in the front yard of the dwelling. Any fences erected cannot be located any closer to the front property line than the rear portion of the dwelling, and they may not be more than 5 feet in height. Said fences shall be constructed so that vision will not be blocked and constructed of materials other than chainlink, barbed wire or other metal fencing, and approved in advance by the developer. No fences on culdesacs may be closer than 40 feet from the front property line.

10. **Satellite Dish.** No satellite communication dish or equipment may be installed on any lot except that small satellite dishes may be attached to the main dwelling structure. This restriction shall not apply to television antennae attached to the dwelling structure.

11. **Swimming Pools.** The rim elevation of any swimming pool may not be over two (2) feet above the natural grade of the site unless integrated into

terraced construction approved by the developer, its heirs or assigns. NO ABOVE GROUND POOLS ARE PERMITTED.

12. **Outdoor Clothes Lines.** None are permitted on properties in the subdivision.

13. **Use of Property.** No noxious or offensive trade or activity shall be carried on upon any parcel, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. No truck or vehicle in excess of one-ton capacity or any unlicensed vehicle shall be parked or permitted to remain on any parcel.

14. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence, either temporarily or permanently, other than buildings used in the process of construction.

15. **Environmental Maintenance.** Parrish Glen Subdivision is constructed substantially in a heavily wooded area containing longleaf pines, holly, etc. In order to preserve the character of the development, no owner of any individual parcel shall be permitted to cut more than forty percent (40%) of the trees situated upon the said parcel. In keeping with this restriction, the owner of said parcel shall submit his plans to the developer, its agents or assigns, for the purpose of review of said plans of construction or cutting prior to commencing construction of the said property so long as the developer owns any of said lots in Parrish Glen whether said lots are 1 through 9. All construction shall be performed by a licensed North Carolina contractor.

16. **Easements, Drainage, etc.** There shall be preserved utility and drainage easements across the property at such locations as are necessary to adequately and properly handle the flow of water running from said street and other parcels of property and to adequately provide space for utilities to be situated upon the property.

17. **Terms of Restrictions.** These covenants are to run with the parcel to which they are applicable 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 the said covenants shall be automatically extended for successive periods of then (10) years unless an instrument signed by a seventy-five percent (75%) majority of the then owners of the parcels has been recorded agreeing to change the said covenant in whole or in part.

18. **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.

19. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.