

For Waiver of Restrictive Covenants Southwinds Subdiv. sec. 1
 to Waive the front setback requirement in Paragraph 12 00624
 Concerning Lt 427. See Book 856 Page 236.
 This June 28, 1994. Patsy T. McDonald
 Register of Deeds

BOOK 790 PAGE 07

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 BOOK 790 PAGE 07

NORTH CAROLINA

FEB 4 4 47 PM '93

RESTRICTIVE COVENANTS OF
 SOUTHWINDS SUBDIVISION, SECTION 4

RICHMOND COUNTY

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

KNOW ALL MEN BY THESE PRESENTS that John S. McNeill, widower, Craig S. McNeill and wife, Ellen L. McNeill, the owners and developers of all of the lots in SOUTHWINDS SUBDIVISION, SECTION 4, as shown on the plat of survey thereof as recorded in the office of the Register of Deeds for Richmond County at Slide No. 609, Plat H, of the Plat Cabinet, do hereby impose on each and every lot as shown thereon restrictions to their use which will run with the land and which will be binding upon and enforceable by and against all purchasers of lots in said development from the date of recording of this instrument forward. Said restrictions are as follows:

1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants contained herein in their entirety shall apply to all lots.
2. LAND USE AND BUILDING TYPE. No lot or lots shall be used except for single family residential purposes and no building shall be erected, placed, or permitted to remain on any lot or lots other than as described as follows:
 - A. One detached single-family dwelling not to exceed two and one-half stories in height.
 - B. No duplex or two-family dwelling may be built on any lot.
 - C. No garage or out building shall be used as a residence at any time.
3. TEMPORARY STRUCTURES. No structure of a temporary or transient character, trailer, mobile home, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
4. DWELLING AND OUTBUILDING QUALITY AND SIZE
 All lots in the subdivision are residential lots, all single story dwellings must have a minimum of 1000 square feet of heated floor space, exclusive of porches, steps, and carports. Dwellings of more than one story shall contain at least 800 square feet of heated space on the ground level. Single story dwelling shall have a minimum of a 12' attached carport or garage. New construction of a dwelling must be completed within 6 months of date of commencement. The exterior of the dwelling must be constructed with brick, block (if stuccoed) vinyl, or other approved exterior siding. Outbuildings shall be of similar materials and construction as the dwelling on said lot.
 The dwelling mentioned above must be constructed prior to any other building on any lot such as garages, tool sheds, etc., and only one dwelling building per lot is permitted.
5. DRIVEWAY CONNECTIONS. All driveway connections shall be constructed to North Carolina Department Of Transportation specifications.
6. FENCES. Fences may not exceed nearer than 10' to the front lot line. Fence extending from a point even with the rear of the dwelling and extending around the rear portion of the lot may not be more than six (6') feet in height. Fences extending from a point even with the rear of the dwelling and extending around the front portion of the lot may not be more than four (4') in height and shall be constructed so that vision will not be blocked and constructed of materials approved in writing by the developers.
7. STREET LIGHTS. The purchaser or owner of any lot shall be responsible for payment of one-half of the monthly expense of a street light.
8. LOT AREA AND WIDTH. No lot in this subdivision may be subdivided into smaller lots unless the developer, their heirs or assigns, or their authorized agent, gives written approval.

UNOFFICIAL DOCUMENT
 For Waiver of Restrictive Covenants on Southwinds Subdivision Section 4. See Book 856 Page 236. This 28th day of July, 1994. Patsy T. McDonald, Register of Deeds
 40' Front
 10% width

UNOFFICIAL DOCUMENT
 FILED



9. **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 the street and other parcels of property and to adequately provide space for utilities to be situated upon the property. The developer or owner of the lots in this subdivision shall not be required to obtain any further easement to carry out the intent of this section.
10. **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. No abandoned cars, trucks or vehicles of any type may remain on the premises or parked on any street in the subdivision. No truck of more than two-ton load capacity may be parked or permitted to remain on any lot. It is expressly stated that no tractor-trailer type trucks may be parked on the subdivision streets or lots on a continuing basis. No house trailers or mobile homes shall be kept on the property whether used for any purpose or merely standing idle. No commercial business activities or retail sales will be allowed to operate from a private residence, other than an individual office within a home where retail customers do not enter and exit the premises.
11. **LIVESTOCK.** No livestock shall be permitted. No cows, ponies, goats, fowl, swine, poultry, livestock or animals of any kind may be kept on any lot except that dogs, cats or other household may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
12. **BUILDING LOCATION.** The dwelling mentioned in paragraph 1 above must be constructed a minimum of ten (10) percent of the width of the lot from each side lot line and a minimum of forty (40) feet from the front lot line. Any variance of these setback requirements must be approved in writing by the developers, their heirs or assigns, or their authorized agent.
13. **SIGNS.** No sign or device shall be displayed indicating the profession, business or trade of any person or advertising in any way. No signs except name identification of the owner or a "for sale" sign, neither type to exceed four (4) square feet, shall be erected or placed on the lot.
14. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground or 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 shall not be allowed to be strewn in the neighborhood. Should it be necessary for any container to be kept in the front area of a lot, written permission must be obtained from the developers, their heirs or assigns, or their authorized agent, and such containers 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.
15. **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 which substantially equal 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 insurance 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.
16. **OWNERS' OBLIGATION TO REPAIR.** Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.
17. **TERM OF RESTRICTIONS.** 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 the said covenants shall be

automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the ten owners of the parcels has been recorded agreeing to change the same covenants in whole or in part.

- 18. RESERVATION BY DEVELOPERS OF RIGHT TO MODIFY OR CANCEL RESTRICTIONS. Developers reserve the right to change or cancel any or all of these restrictions, if in their judgment the development or lack of development of adjacent property makes that course necessary or advisable within five years of date of recording of these restrictive covenants by recordation of an amendment to these restrictive covenants.
- 19. ENFORCEMENT. It is expressly understood and agreed that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for the developers, their heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through developers, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.
- 20. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, this 04th day of February, 1993.

John S. McNeill (SEAL)
John S. McNeill

Craig S. McNeill (SEAL)
Craig S. McNeill

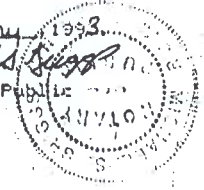
Ellen L. McNeill (SEAL)
Ellen L. McNeill

NORTH CAROLINA - RICHMOND COUNTY

I, the undersigned, a Notary Public, do hereby certify that John S. McNeill, Craig S. McNeill and wife, Ellen L. McNeill personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 04th day of February, 1993.

Michael S. Griggs
Notary Public



My Commission Expires 05-29-1995

NORTH CAROLINA - RICHMOND COUNTY

The foregoing certificate of Michael S. Griggs, Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office at Book 790, Page 07.

This 4th day of February, 1993 at 4:47 o'clock P.M.

Pat T. McDonald
Register of Deeds
Barbara J. M. M...
BY Deputy-Register of Deeds

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