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Register Of Deeds
By: KO Deputy/Asst

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Reddy Huff

This document was prepared by Cedar Creek Land Co., L.L.C. RETURN TO: MICHAEL J CASSIDY

**NORTH CAROLINA
STOKES COUNTY**

**DECLARATION OF RESERVATIONS AND
PROTECTIVE COVENANTS FOR DAN RIVER SUNSET**

THIS DECLARATION OF COVENANTS, established this the 17th day of June, 2005, by Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, (hereinafter referred to as Grantor).

RECITALS:

1. Cedar Creek Land Co., L.L.C. a Virginia Limited Liability Company, the Owner/Developer of Dan River Sunset, Tracts 1-20, as more particularly described in plat of survey recorded in Plat Book 8, Pages 61-64, Stokes County Registry, North Carolina, said plat being hereby incorporated by reference for a greater certainty of description, and which is a part of those lands described in Deed Book 528, Page 1029, Stokes County Registry.

2. The Owner/Developer intends that all tracts of Dan River Sunset, Tracts 1 thru 20, inclusive, shall be subject to the Declaration of Reservations and Protective Covenants of Dan River Sunset as hereinafter set forth.

NOW, THEREFORE, Cedar Creek Land Co., a Virginia Limited Liability Company, hereby declares that all tracts of Dan River Sunset as more fully shown on that certain plat of survey prepared by Berkley Howell & Associates, P.C. and recorded in Stokes County, Registry, North Carolina shown on plat, of record in Plat Book 8, Pages 61-64, respectively, shall be held, transferred, sold, conveyed, owned and occupied subject to the covenants, restrictions, easements and charges as hereinafter set forth as follows:

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 Dan River Sunset, as below-described, or claiming under them, as well as the Grantor herein. Their successors and assigns shall expressly benefit by said Restrictions and may enforce them as a covenant appurtenant unto their respective lands. Invalidation

of any of the following Reservations and Protective Covenants by judgment or Court Order 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.

1. **PROPERTIES SUBJECT:** The Protective Covenants are applicable to the following described property located in the Danbury Township, Stokes County, North Carolina.

Tracts 1 thru 20, inclusive as more fully shown on that certain plat prepared by Berkley Howell & Associates, P.C., entitled "Final Plat of Dan River Sunset", dated June 2, 2005 and recorded in the Stokes County Registry, North Carolina in Plat Book 8, Pages 61-64.

2. **MAINTENANCE AGREEMENT FOR INGRESS & EGRESS ALONG 30 FOOT ACCESS EASEMENT, AS SHOWN ON THE PLATS OF THE PROPERTY AND LOCATED ON PORTIONS OF TRACTS 1 THROUGH 16 BEGINNING OFF MISSON ROAD STATE ROUTE 1702:**

The easement is to provide access for the owners of Tracts 1 through 16. Area encompassed under maintenance is from State Rd. 702 Misson Road, along 30 ft. private access easements that run across and through tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16. Future tracts may be added to the west side of subject property and shall belong in the private access maintenance agreement at the current applicable rate. Said easement shall also provide access for the installation and maintenance of utilities to serve said tracts. Tracts 1 through 16 are subject to the following easement agreement:

a. All owners of tracts 1 through 16 shall be entitled to one (1) Vote. A Vote may be made in person or by proxy.

b. Said easement is for the use in common with the Owner/Developer, the tract owners and their respective heirs, successors and assigns.

c. The owners and developer agree that said owners shall maintain this easement within the Dan River Sunset. Each member shall be assessed an annual fee of \$150.00. Purchaser of adjoining multiple tracts (up to a total of 3) will be charged as one member. When and if a portion of multiple tract is sold or subdivided, each part of the parent tract will be required to become a member of the association at the current assessment rate.

The fee shall be \$150.00 per year, until otherwise established by the Owners, due

and payable each year on the anniversary of the closing date for each respective tract(s). If it is decided by the Owners that the stated amount is either to be increased or decreased, it shall be by vote consisting of 100% of the tracts affected by said easement. The Developer shall be exempt from any and all assessments. The annual fee shall be due and payable in advance each year, with the first year's payment due at closing and subsequent payments due on the anniversary date of closing each year. The money will be held in an Escrow Account by the Developer, and transferred at the owners meeting to be explained in section g below. Cedar Creek Land Co., L.L.C., its successors and assigns, and all property owners and/or any incorporated or unincorporated property owners association shall expressly benefit from this Easement Maintenance Agreement.

d. All maintenance and upkeep of the said easement serving these parcels, including snow removal, will be done on the basis of competitive bids and only as required on demand of one or more of the property owners serviced by the private easement. No work will be undertaken where projected costs will exceed \$500.00 until the consent of 75% of the tract owners subject to these provisions is obtained.

e. The upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the travel way. Any upkeep, repairs, or maintenance in excess of what is necessary shall require approval of 100% of the tract owners subject to the \$150.00 Easement Maintenance Fee.

f. The Owners shall be vested with such powers as allowed by law to perform any required upkeep, maintenance and repairs, hereunder, and to enforce the collection of said dues from the tract owners as set out, herein.

g. All property owners agree to attend an initial meeting of property owners, convened after at least 30 days written notice has been provided after at least 75% of the tracts have sold, at which time, at least two (2) individuals, will be elected by a majority of the votes cast in person or by proxy, to handle the affairs of the owners; and the maintenance of the easement. After this meeting has occurred, the property owners shall then be responsible for maintenance or improvement of the easement as set forth. Said individuals shall have a term of one (1) year each, and new individuals will be elected on an annual basis thereafter, pursuant to a duly held vote of the Owners.

h. Each individual tract owner, excluding the Developer, shall be

responsible for repair of any damages to the travel way, resulting from the willful or negligent acts of himself or his agents or employees, and to perform any such repairs at his/her own expense within a reasonable time, but not in excess of thirty (30) days after written notice of such damages shall have been sent to tract owner(s) from the Developer or the Owners affected by said travel way.

i. Where applicable all property owners agree to install driveways below the grade of the travel way along, built on the easement and in compliance with all applicable county and state regulations; installation shall not impede the normal flow of water along travel way.

j. A safe speed limit of 15 miles per hour is to be maintained at all times along the easement and can only be changed by a vote of 75% of the tracts affected by this agreement.

k. All property owners agree not to 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.

l. Gas Powered vehicles such as Go-Carts, Mini-Bikes, 4-Wheelers, etc..., shall be not allowed on the 30' foot easement at any time except for routine maintenance of said easement. However golf carts electric or gas shall be allowed. Automobiles and Trucks are allowed for ingress and egress and delivering materials.

m. The Developer herein, its successors and/or assigns shall retain a perpetual non-exclusive easement over all right(s) of ways, and private access easements. The tracts in Dan River Sunset are subject to utility easements for the purpose of bringing public service to the land being developed. They may be also subject to drainage easements as shown on the recorded plat and/or apparent by a visual inspection.

n. Developer reserves unto itself, its successors and or its assigns, the right to erect, install and maintain all utility and electric lines, with the right of ingress or egress for the purpose of installing or maintaining same.

3. **MAINTENANCE AGREEMENT FOR INGRESS & EGRESS ALONG 30 FOOT ACCESS EASEMENT, AS SHOWN ON THE PLATS OF THE PROPERTY AND LOCATED ON PORTIONS OF TRACTS 17, 18, 19 AND 20 BEGINNING OFF SR 1652 SHEPPARD MILL ROAD:** This easement is to provide access to the owners of Tracts 17 and 20. Tracts 18 and 19 can use said easement if they

chose to. Tracts 18 and 19 must enter off SR 1652 Sheppard Mill Road onto their own individual tract exclusively and then can access the 30 ft. access easement at a point no closer than 140 ft. from its intersection with SR 1652 Sheppard Mill Road. Tracts 17 and 20 are required to pay \$200.00 a year for access to the said 30 ft. easement. Tracts 18 and 19 are only required to pay if they use said 30 ft. access easement. Tracts 17, 18, 19 and 20 have secondary access to the common area by the private access easement for tracts 1 through 16 and will pay a separate \$50.00 each a year as dues for said access. Tracts 17, 18, 19 and 20 are subject to the following easement agreement:

- a. Only those owners using said easement and paying dues are entitled to vote.
- b. Said easement is for the use in common with the Owner/Developer, the tract owners and their respective heirs, successors and assigns.
- c. The owners and developer agree that said owners shall maintain this easement within Dan River Sunset. Each member shall be assessed an annual fee of \$200.00. The fee shall be \$200.00 per year, until otherwise established by the Owners, due and payable each year on the anniversary of the closing date for each respective tract(s). If it is decided by the Owners that the stated amount is either to be increased or decreased, it shall be by vote consisting of 100% of the tracts affected by said easement. The Developer shall be exempt from any and all assessments. The annual fee shall be due and payable in advance each year, with the first year's payment due at closing and subsequent payments due on the anniversary date of closing each year. The money will be held in an Escrow Account by the Developer, and transferred at the owners meeting to be explained in section g below. Cedar Creek Land Co., L.L.C., its successors and assigns, and all property owners and/or any incorporated or unincorporated property owners association shall expressly benefit from this Easement Maintenance Agreement.
- d. All maintenance and upkeep of the said easement serving these parcels, including snow removal, will be done on the basis of competitive bids and only as required on demand of one or more of the property owners serviced by the private easement. No work will be undertaken where projected costs will exceed \$500.00 until the consent of 75% of the tract owners subject to these provisions is obtained.
- e. The upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the travel way. Any upkeep, repairs, or maintenance in excess of what is necessary shall require approval of 100% of the

tract owners subject to the \$200.00 Easement Maintenance Fee.

f. The Owners shall be vested with such powers as allowed by law to perform any required upkeep, maintenance and repairs, hereunder, and to enforce the collection of said dues from the tract owners as set out, herein.

g. All property owners agree to attend an initial meeting of property owners, convened after at least 30 days written notice has been provided after at least 75% of the tracts have sold, at which time, at least two (2) individuals, will be elected by a majority of the votes cast in person or by proxy, to handle the affairs of the owners; and the maintenance of the easement. After this meeting has occurred, the property owners shall then be responsible for maintenance or improvement of the easement as set forth. Said individuals shall have a term of one (1) year each, and new individuals will be elected on an annual basis thereafter, pursuant to a duly held vote of the Owners.

h. Each individual tract owner, excluding the Developer, shall be responsible for repair of any damages to the travel way, resulting from the willful or negligent acts of himself or his agents or employees, and to perform any such repairs at his/her own expense within a reasonable time, but not in excess of thirty (30) days after written notice of such damages shall have been sent to tract owner(s) from the Developer or the Owners affected by said travel way.

i. Where applicable all property owners agree to install driveways below the grade of the travel way along, built on the easement and in compliance with all applicable county and state regulations; installation shall not impede the normal flow of water along travel way.

j. A safe speed limit of 15 miles per hour is to be maintained at all times along the easement and can only be changed by a vote of 75% of the tracts affected by this agreement.

k. All property owners agree not to 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.

l. Gas Powered vehicles such as Go-Carts, Mini-Bikes, 4-Wheelers, etc..., shall be not allowed on the 30' foot easement at any time except for routine maintenance of said easement. However golf carts electric or gas shall be allowed. Automobiles and Trucks are allowed for ingress and egress and delivering materials.

m. The Developer herein, its successors and/or assigns shall retain a perpetual non-exclusive easement over all right(s) of ways, and private access easements. The tracts in Dan River Sunset are subject to utility easements for the purpose of bringing public service to the land being developed. They may be also subject to drainage easements as shown on the recorded plat and/or apparent by a visual inspection.

n. Developer reserves unto itself, its successors and or its assigns, the right to erect, install and maintain all utility and electric lines, with the right of ingress or egress for the purpose of installing or maintaining same.

4. ENFORCEMENTS AND RESERVATIONS:

a. Any violation of the provisions of this Declaration of Reservations and Protective Covenants may be enforced by the Grantor, The Association or any individual tract owner by bringing suit in the Stokes County Superior Court. 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, owner shall be responsible for all costs of enforcement including attorney fees. Nonpayment of the annual private maintenance easement assessment shall be grounds for immediate lien on the applicable tract(s).

b. Grantor 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 respectful owner(s).

5. TRACTS AND AREA USE: No Mobile Homes of any sort and No On Frame Modulars Homes shall be allowed on any parcel. On site stick built homes and/or off-frame conventional modulars are permitted. Each tract or parcel of land within Dan River Sunset shall be used for Single Family residential, non-commercial plant or crop agriculture, and recreational use purposes only. Commercial and Industrial 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.

a. Dwellings shall contain not less than 1200 square feet of living space and not less than 900 square feet on the first floor of any two story residence. Garage areas are expressly excluded from the square footage requirement. The front of all exposed dwelling foundations shall be faced with brick, stone or stucco. The exposed sides of dwelling foundations shall be at a minimum finished by the method of parging.

b. Only one single family residential dwelling is permitted on each tract. Building

setbacks shall meet Stokes County minimum building setbacks.

c. There shall be no further subdividing of any tract.

d. Campers shall be solely allowed for the purpose of recreational use but shall be removed for a period of not less than 30 days during a calendar year.

e. No temporary/permanent metal buildings that are not fully enclosed such as no exposed sides to metal carports.

6. **NUISANCE ACTIVITIES:**

a. No noxious or offensive trade activity shall be carried on or upon any tract, nor shall anything be done there on 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 vehicles of any sort shall be allowed on a tract, and shall be kept to the rear of dwelling. More than one said vehicle shall be allowed as long as it is kept, stored and removed from public view.

c. No unmaintained outbuildings shall be allowed on any tract within Dan River Sunset.

d. **MAINTENANCE:** Each lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times, maintain the tract in a neat and sanitary condition. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion. Un-maintained outbuildings may not be left or otherwise abandoned within the Dan River Sunset.

7. **AGRICULTURE:** No Swine or chickens shall be raised or bred on any tract. Household pets, such as dogs and cats, may be kept, provided they are not bred or maintained for commercial purposes. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the owners of Dan River Sunset, and appropriate fencing is required when applicable.

8. **TIMBER:** No clear cutting of trees is allowed. Trees can be thinned. Homesites can be cleared, absolutely no clear cutting of timber.

9. **COMMON AREA:** There is a common area located on tract 13. Its sole purpose is to provide access to the Dan River for Dan River Sunset owners exclusively. Activities shall only be allowed during daylight hours. Activities shall include but are not limited to picnicking, cookouts, swimming, boat launch

and docking and storage of boats such as canoes, kayaks, etc.. All users shall share equally in the maintenance of said area and shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times leave tract with a neat and presentable appearance. Open flames shall be prohibited except for use in gas or charcoal grills.

10. **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.

WITNESS the following signature and seal:

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

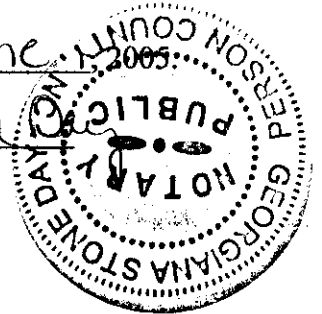
By: *Rodney R. Huff* (SEAL)
A Manager

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I, Georgiana Stone Day, a Notary Public of the county of Person 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 17th day of June, 2005.

Georgiana Stone Day
Notary Public



My Commission Expires: August 1, 2005

North Carolina, Stokes County Georgiana Stone Day
The foregoing certificate(s) Georgiana Stone Day a Notary (or Notaries)
Public of the government units designated is (are)
certified to be correct.
KATHY YOUNG, Register of Deeds
By *Jim Brantley, Deputy*