

PROTECTIVE COVENANTS AND RESTRICTIONS  
MONTEROSA

NORTH CAROLINA

DEED OF PROTECTIVE COVENANTS

CABARRUS COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT, JOHNNY L. FLETCHER and wife JUDY M. FLETCHER, RONALD R. LOCATIS and wife DONNA L. LOCATIS, and JAMES T. CAUBLE and wife TEMPIE H. CAUBLE, of the County of Cabarrus and State of North Carolina, owners of the property hereinafter described, do hereby covenant and agree to and with all other persons, firms, or corporations hereafter acquiring any property in the area hereinafter described that said property by whomsoever owned is SUBJECT TO Restrictions and Covenants as to the user thereof as hereinafter set forth; that said property is in Number One (1) Township of Cabarrus County, North Carolina on the West side of Lower Rocky River Road, and is known as the Subdivision of MONTEROSA, Sections One (1) and Two (2), as surveyed and platted, a copy of which plats are filed in the Office of the Register of Deeds for Cabarrus County, North Carolina in Map Book 17, Pages 72, and 73, to which maps reference is hereby made for a complete description.

These covenants are held and shall be held, conveyed, and hypothecated or encumbered, used, occupied and improved subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the development and improvements of the subdivision and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property and the individual lots. All of the restrictions, covenants and conditions herein contained shall run with the land and be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof, subject to such protective covenants; said covenants shall be binding on all parties and all persons under them until May 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the then owners of two thirds (2/3) of said lots, it is agreed to change said covenants in whole or in part;

If the parties hereto, or any of them or their assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, firm or corporation owning real property consisting of one of or part of one of the said lots to prosecute any proceedings at law or in equity against the person or persons, firms or corporation violating or attempting to violate any such restriction or covenant and either to prevent him, them or it from so doing or recover damages or other dues for such violation;

The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy by law, in equity, or under any statute. No delay or failure on the part of the undersigned or any aggrieved party to invoke an available remedy in respect of a violation of any of these Covenants shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence of continuation of said violation or the occurrence of a different violation;

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

1. All lots in this subdivision shall be used solely and exclusively for residential purposes and no residential structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one half (2½) stories in height, together with a private garage and other accessory structures customarily incidental to residential use;

Mailed: Johnny Fletcher, Box 1, Concord, NC

IRVIN, IRVIN & PICKETT, P.A.  
ATTORNEYS AT LAW  
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2. All buildings shall be located in accordance with the set back lines set forth herein. All residential buildings shall face the street on which the lots front as indicated on the map of this subdivision;
3. Detached buildings and garages may be erected but must be constructed of exterior materials corresponding with the exterior materials of the dwelling. Such structures shall only be used for purposes incidental to the main structure and shall at no time be used as a residence, temporarily or permanently and the detached building so erected must be located to the back or rear end of the main structure;
4. No building shall be located on any lot nearer than one hundred (100) feet to the front line (street side) boundary line for the front of said building; no building shall be located nearer than twenty (20) feet to any side lot line, whether an interior lot line or a side street line; no building shall be located nearer than thirty (30) feet to any rear boundary line; No above grade structure (except fences or walls) shall be constructed nearer than ten (10) feet to any boundary line; Side lot line, or interior property line shall be interpreted to mean the property owner's interior boundary line and not necessarily the interior lot lines as shown on the recorded plat. In the event of the unintentional violation of any of the building line restrictions set forth herein, Seller is hereby granted and conveyed, and does hereby reserve the right, by and with mutual, written consent of the owner or owners of such lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building line restrictions;
5. No residential dwelling constructed upon any lot shall contain less than sixteen hundred (1600) square feet of enclosed and heated space;
6. No building shall be erected with an exterior of exposed cement blocks; No building shall be erected unless it is erected on a solid foundation of brick or masonry from the ground level to the floor level;
7. Barbed wire, woven wire or similar fence shall be permitted, provided the fencing is no closer than one hundred (100) feet off the street line, and shall be of cut and treated fence posts. Only wooden fences will be permitted on the front one hundred (100) feet of the lot;
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No mobile home shall be parked, stored, placed or erected on any lot at any time; however, nothing herein contained shall be construed to prevent the property owner from parking or storing a travel trailer on his property after the construction and occupancy of the residential dwelling thereon;
9. No animals or livestock of any description, except the usual household pets, shall be kept on any lot; except horses or cattle. Only one (1) head of livestock will be permitted on each  $1\frac{1}{2}$  acres of land;
10. No outside toilet or toilet facilities shall be permitted outside the main structure. The main structure shall contain inside toilets which shall be connected to an approved septic tank in accordance with State and County health regulations;
11. It is agreed a right of way across the said lots for poles, lines, wires, and/or conduits for use in connection with supplying natural gas, light, power, water, telephone, and other utilities to lands comprising said Lots or other lands adjacent or in the neighborhood thereof is reserved unto the undersigned owners, their heirs and assigns. Such right of way shall be limited as nearly as practicable to an area not exceeding ten (10) feet from lot lines and the reservation of such right of way shall not imply any obligations on the part of the undersigned owners to furnish or make available any utilities or services;
12. In the event underground electric, telephone or other utility is brought into the subdivision, such service shall be completed underground to the resident, and to any other buildings;
13. No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort, whose normal acti-

- vity or existence is in any way noxious, dangerous, unsightly, or unpleasant of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof;
14. It shall be the responsibility of each lot owner to prevent the development of any unclean or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole of the specific area. All garbage cans, garden and yard tools and other similar articles of personal property shall be stored from view in an enclosure. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened as not to be visible from any street;
  15. No building shall be erected on any lot prior to the erection of the main residential structure without the prior official approval in writing by the Seller;
  16. Only construction of new buildings shall be permitted, with the exception of existing buildings already on lots, it being the intent of this covenant to prohibit the moving of any existing buildings on a lot or remodeling or converting same into a dwelling unit in this subdivision. Once construction of improvements is started on any lot, the improvements must be substantially completed within one (1) year from commencement; Any residential building erected on any lot shall be constructed of brick, brick veneer, stone, new lumber, stucco, vinyl, or aluminum siding or a combination thereof. Any deviation from said construction materials must be specifically approved in writing by Seller. No building shall be erected on any lot or portion of said property unless said building shall be constructed in a workmanlike manner, build of a good grade of new materials and shall be kept painted at regular intervals as necessary.
  17. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
  18. The grantee of any lot subject to the coverage of this Declaration by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements therein contained, and also the jurisdiction, rights and powers of the Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, and to and with the grantees and subsequent owners of each of the lots within the property to keep, observe, comply with and perform said Restrictions and agreements.
  19. No sign boards of any description shall be displayed on any lot except signs "For Rent" and "For Sale", which signs shall not exceed fifteen inches (15") by twenty inches (20");
  20. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owners of this subdivision other than the property to which these covenants specifically apply;
  21. No lot or any portion thereof of any purchaser may at any time be used as a road or access road or alleyway without the express permission of the Seller;
  22. (a) It shall be the responsibility of all landowners owning property abutting on Monterosa Drive, Blossom Drive, and any other roads in said Subdivision, or any extension thereof, or any side road leading therefrom to pay their pro rata share of maintaining said Road in a good operating condition;  
(b) At such time as a majority of the lots in said Subdivision have been sold by the undersigned subdividers, and the majority of the landowners owning property abutting on said streets (including the undersigned), or any extension thereof or any side road leading therefrom (with the owner of each lot having one vote, i.e., the owner of two lots would have two

votes) vote to have the road brought to North Carolina State Department of Transportation specifications, with the State to take over the maintenance of same, it will be the responsibility of all landowners in said Subdivision who would use any of said Streets as a primary means of access to their property (including the lots which face on Lower Rocky River Road and on one of the streets of said Subdivision) to pay their pro rata share in this expense. Any paving would not consist of curbing and guttering;

(c) A vote on said paving may be called for by any property owner, but in no event shall more than one vote be called for during a calendar year; the vote shall be supervised by the owner calling said election, who shall inform all property owners of said vote, and the particulars thereof by Certified Mail, Return Receipt Requested, with the vote to be a minimum of ten (10) days after notice is mailed; said landowner shall also be responsible for collecting and counting said vote, and shall make all his records available to any other landowner;

(d) Once a vote is conducted, and paving is voted in favor of, said landowner who initiated the vote shall call for a meeting of all landowners (with all landowners to be informed by letter, giving date and place of meeting, not earlier than ten (10) days after said notice), at which meeting a representative or representatives shall be elected to represent the landowners, and to make any and all other decisions necessary for said paving; it shall not be necessary that a majority of the landowners be present at this meeting, only that a reasonable effort be made to advise all landowners of the meeting;

(e) Each landowner shall be responsible for his pro rata share of paving and maintenance expenses. This pro rata expense shall be calculated by dividing the total cost of bringing the roads up to state specifications into the total number of lots to be served by the Streets to be paved, with each landowner paying one share for each lot they may own;

(f) Any expenses for the maintenance of said Drive, and/or the paving shall be calculated by the representative of the property owners, who shall ensure that the work is done in a workmanlike manner, and who shall collect the pro rata share from each laborer;

(g) In the event any landowner refuses to pay their pro rata share of either paving or maintenance, any other landowner, either individually or collectively, may sue the nonpaying landowner for their failure to comply with this provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the 9<sup>th</sup> day of May, 1979.

Johnny L. Fletcher (SEAL)  
Johnny L. Fletcher

Judy M. Fletcher (SEAL)  
Judy M. Fletcher

Ronald R. Locatis (SEAL)  
Ronald R. Locatis

Donna L. Locatis (SEAL)  
Donna L. Locatis

James T. Cauble (SEAL)  
James T. Cauble

Temple H. Cauble (SEAL)  
Temple H. Cauble

NORTH CAROLINA  
CABARRUS COUNTY

I, Rosemary R. Greene, a Notary Public of said County, do hereby certify that Johnny L. Fletcher and wife Judy M. Fletcher, Ronald R. Locatis and wife Donna L. Locatis, and James T. Cauble and wife Temple H. Cauble, personally appeared before me this day and acknowledged the execution of the foregoing Deed of Protective Covenants.

Witness my hand and notarial seal, this the 9<sup>th</sup> day of May 1979.

Rosemary R. Greene (SEAL)  
Notary Public

My Commission expires: May 6, 1981

NORTH CAROLINA — Cabarrus County

The foregoing certificate(s) of Rosemary R. Greene

Notary Public of Cabarrus

County

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 505, Page 569, This 9<sup>th</sup> day of May, 19 79 at 10:10 o'clock A. M.

James O. Bonds, Register of Deeds  
By James S. Galt, Deputy Register of Deeds