

Prepared by: *Tornow & Kangur, LLP*

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Winston-Salem, NC 27103

NORTH CAROLINA)	DECLARATION OF RESTRICTIVE COVENANTS FOR RIVER'S EDGE SUBDIVISION
)	
CLEVELAND COUNTY)	

KNOW ALL MEN BY THESE PRESENTS that whereas FALL CREEK LAND COMPANY, INC. (hereinafter the "Declarant") is the owner of all of the lots in the development known as **RIVER'S EDGE SUBDIVISION** (hereinafter the "Development"), located in Cleveland County, North Carolina, which property is more particularly described on the plat of the River's Edge Subdivision as recorded in Plat Book 34, Page 126 in the office of the Register of Deeds of Cleveland County, North Carolina reference to which is hereby made for a more particular description; and, whereas the Declarant desires to impose certain restrictions and conditions upon the present and future owners of said lots;

NOW, THEREFORE, FALL CREEK LAND COMPANY, INC., the Declarant, does hereby covenant and agree, for itself and it's heirs and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to the property and/or lots in the aforesaid Development, that all of the said property/lots are hereby subjected to the following restrictions to be appurtenant to and to run with all of the lots in said Development, by whomsoever owned.

1. **USE OF LOTS:** No lot shall be used except for residential purposes. Any commercial use is strictly prohibited. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided in any manner including the subdivision of any lot to increase the size of adjoining lot(s).

3. **DWELLING RESTRICTIONS:** Any dwelling house built in this Development shall be new, stick-built construction, constructed on the premises, with the exception of modular homes, and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic, and electrical work. Modular construction shall be permitted, but any such modular construction shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic, and electrical work. Single-wide mobile homes and double-wide mobile homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding, or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted.

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

5. **PARKING:** The parking of wrecked, junked, disabled or otherwise unregistered or unlicensed vehicles for more than twenty-four (24) hours shall not be permitted upon any lot or upon the roadway in front of any lot. No discarded tires, automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

6. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection, or other utility service connection of any kind.

7. **EASEMENTS:** The Development, and all lots therein, shall be subject to all easements and rights-of-way of record and as may be shown upon the recorded plat(s) of the Development or as established by any other properly recorded document. Among any and all other easements of record, Lots 4, 4A, 5, 6, 7, and 8 of the Development shall be specifically subject to a permanent, non-exclusive easement for ingress, egress and regress over the fifty foot (50') private right-of-way known as River's Edge Drive and the fifty foot (50') right-of-way known as Henry Street as shown on the recorded plat of the Development.

8. **RIGHTS TO PRIVATE ROADS:** The owners of Lots 4, 4A, 5, 6, 7, and 8 of the Development shall have the nonexclusive right and easement of access and enjoyment in and to the private and/or public roads known as River's Edge Drive and Henry Street which shall be appurtenant to and shall pass with the title for each of Lots 4, 4A, 5, 6, 7, and 8 of the Development. Every owner shall be subject to the rights set forth in any recorded easements and/or rights-of-way that may be granted for the use of any such private and/or public roads.

9. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private road shown on the aforementioned recorded plat together with the conveyance of each lot subject to the private road, as the property lines of the relevant lots extend to the center-line of the private road.

10. **ROAD MAINTENANCE:** The right-of-way known as Henry Street is maintained by the local municipality and, therefore, the lot owners of the Development should not incur maintenance and/or repair costs for the portion of the roadway known as Henry Street. The portion of the roadway known as River's Edge Drive is a private roadway that serves only Lots 5, 6, 7, and 8 of the Development. Therefore, each subsequent owner of Lots 5, 6, 7, and 8 of the Development, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay one-fourth of the reasonable costs of maintenance and repair of the portion of the roadway known as River's Edge Drive to maintain the present condition and quality of the roadway as an all-weather paved road.

11. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages. The Declarant and/or any subsequent purchaser of a lot in the Development shall have standing to enforce the terms of the Restrictions pursuant to any remedies that may be available at law or in equity.

12. **RIGHT OF MODIFICATION:** The Declarant has developed this subdivision pursuant to a general plan or scheme of development, and does not intent to abandon this general plan. However, the Declarant reserves the right to cancel, modify or change any of the above restrictions by the written consent of the Declarant which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds, of Cleveland County, North Carolina, and which consent may be given or withheld within the controlled and sole discretion of the Declarant as the Declarant may deem best for the general plan or scheme of development.

13. **APPLICABLE PERIOD:** The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the above date, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years unless by a vote of a majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads provided, however, that any transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants arising after such sale, transfer or conveyance.

15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any Zoning Ordinances (or exceptions thereto which may lawfully be made by the Zoning Board of Adjustment) or laws which may be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control.

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

IN WITNESS WHEREOF, the President of Fall Creek Land Company, Inc. has hereunto set his hand and corporate seal, by authority duly given, this the 9th day of March, 2011.

FALL CREEK LAND COMPANY, INC.

By: Todd J. Black
Todd J. Black, President

NORTH CAROLINA

FORSYTH COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: **Todd J. Black, President of Fall Creek Land Company, Inc.**, a North Carolina corporation, and that by authority duly given and as the act of the corporation, he executed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and notarial stamp or seal this _____ day of _____, 2011.

T. Thomas Kangur, Jr., Notary Public

My Commission Expires: 10-24-2011