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 CECIL Y. SIMMONS  
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 by: \_\_\_\_\_ Deputy/Asst.

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**PROTECTIVE COVENANTS AND RESTRICTIONS  
 FOR THE SUBDIVISION OF  
 THE MEADOWS**

KNOW BY ALL MEN BY THESE PRESENTS, that PURFIELD LAND DEVELOPERS, LLC, (hereinafter Declarant) organized under the laws of the State of North Carolina and having its principal office in Cabarrus County, does hereby agree and covenant with all other persons, firms and corporations now owning or hereafter acquiring any property in THE MEADOWS Subdivision as shown upon a plat recorded in the Office of the Register of Deeds for Stanly County in Map Book 18, Page 302; that said property is hereby subjected to the following protective covenants and restrictions as to the use thereof by whomsoever owned, to wit:

**CLARIFICATION**

Declarant has caused to be previously recorded in Book 971, Page 40, Stanly County Registry Protective Covenants and Restrictions, by its member manager H. Timothy Furr. After recording said Protective Covenants and Restrictions, said member manager was informed that he restricted the property as an individual when the property was owned by his LLC. He also discovered other minor errors which he has corrected herein.

**PURPOSE**

The subdivision of THE MEADOWS is made subject to these protective covenants for the purpose of insuring the best use and most appropriate development and improvement of the subdivision and each building site therein; to protect the subdivision owners of building sites against improper use of surrounding property; to guard against the construction of poorly designed or proportioned structures; to ensure the best development of the property; to encourage and secure the proper location and erection of attractive homes; and to provide for quality improvements on the property, and thereby enhance the value of the investment made by each purchaser in the subdivision.

**ENFORCEMENT**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the then owners of the lots to abandon the covenants or change all or part.

Except where otherwise provided in these protective covenants and restrictions, it shall be lawful for any person or persons, firms or corporations owning any real property situated in said subdivision or the Architectural Committee (as established herein) to prosecute any proceedings at law or in equity to restrain any person or persons, firms or corporations violating or attempting to violate any covenants or restrictions herein. However, injunction shall not issue to compel removal of or movement of any residential structure or attached garage for violation of a setback requirement, the sole remedy in such situations being a suit for damages. Injunction shall lie to compel removal of structures other than the residential structure and attached garage for violation of a building setback requirement. If an action is brought against a lot owner (other than the

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 5107 Sherrill Dr.  
 Concord NC 28025*

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above described Declarant) to compel compliance with the terms of these covenants and if the lot owner is found by the court to have violated the covenants, the person bringing the actions shall be entitled to recover the expenses of such action, including reasonable attorney's fees. Any lot owner shall have the right to enforce the covenants, as well as the homeowner's association.

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

**RESIDENTIAL USE ONLY**

Except as otherwise provided herein all lots shall be used only for residential purposes. Residential purposes shall not be interpreted to include group homes for housing individuals who are not related by blood or marriage, such as group home for troubled youth or persons with illnesses, etc. It is the intent of the Declarant to limit use to families as that term is ordinarily understood. No lot shall be used as a street to connect with property owned by anyone other than FUREHLID LAND DEVELOPERS, LLC.

The lay of the lot shown shall on the recorded plat shall be substantially adhered to; however, with the prior written approval of the Architectural Committee, hereinafter referred to as the Committee, the size and shape of any building site may be altered. Furthermore, unless prior written approval is granted by the Committee, no lot may be re-subdivided so as to produce a greater number of building sites or lots than shown on the recorded subdivision map or maps. More than one (1) lot may be used as one (1) building site, provided the location of any structure receives prior written approval from the Committee. The Committee shall have the right to relocate any easements reserved herein or shown on the plat that it determines by reason of such use. Declarant reserves the right to use any lot for private or public access to and from land adjoining the subdivision and such right may be assigned to others.

No single family dwelling shall be erected and maintained on any of said tracts which have a heated living area of less than 1,200 square feet. Two story and one and one half story houses shall ~~not be constructed on any of said tracts~~. All homes must have brick, stone, stucco or similar facades. THERE SHALL BE IN NO CASE ANY VINYL SIDING FRONT FACADES. All homes must have an enclosed two car garage. All roofs must have at least six on twelve pitch or more.

**ARCHITECTURAL CONTROL RESERVED**

The Declarant will designate and appoint an Architectural Committee (hereinafter the Committee) composed of three (3) persons. The Declarant shall have the right to remove members of the Committee at any time and for any reason, and the Declarant may thereupon appoint new members. No site preparation nor construction of any structure, facility or improvement whatsoever (including, but specifically not limited to, residences, other buildings, fences, screen planting, mail and newspaper boxes and outside lighting) shall be undertaken on any lot within the Subdivision until building plans, specifications and size and location of the improvement on the lot have been submitted to the Committee, and the Committee has given written approval. The Committee shall take into account the proposed structures, facilities or other improvements with respect to the conformity and harmony of the external design and external materials thereof with existing structures and improvements in the area and shall also consider the location of the proposed structures, facilities and improvements with regard to topography, ground elevations, existing trees and shrubs, neighboring structures and the conformity and harmony with the remainder of the subdivision. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to it, or any requests for approval submitted pursuant to these restrictions, in the event the same are not in accordance with the provisions of these restrictions, or the design, color scheme or location of the proposed improvements upon the lot or structures are not acceptable to the Committee, or the plans or specifications submitted are incomplete, or the Committee deems the improvements, plans, specifications or detail, or any part thereof, to be contrary to the best interests, welfare or

rights of all or any part of the real property subject to these restrictions or the owners thereof. All dwellings, improvements and alterations thereof shall be subject to the prior approval of the Committee. The Committee has the right to withhold approval based upon the proposed structures, facilities, improvements or size and location thereof.

No fences shall be located on any lot forward of the rear wall of the dwelling.

#### MANUFACTURED HOMES

No mobile homes, trailers, manufactured homes or modular homes shall be erected on any lot, nor shall any be used at any time in the subdivision as a temporary or permanent residence. As used herein "manufactured" or "modular" homes includes, but is not limited to, a structure which is constructed in sections off site by a manufacturer. It is the intent of these restrictions that all homes shall be "stick-built" on site as that phrase is customarily understood in the construction trade, but this restriction shall not be construed to exclude or limit the use of prefabricated trusses, joists, windows, wall panels, or similar items which are constructed off-site but not attached to any component of the building before arrival at the site.

#### EROSION CONTROL

During site preparation and initial construction, the lot owner and builder shall take such action as may be required by the Committee to control, inhibit and prevent soil erosion and the sedimentation of streams resulting from erosion. Each owner shall maintain his building site and lot in such manner as to prevent erosion of adjoining lots and erosion of soil onto adjoining lots and streams. If in the opinion of the Committee, a lot owner does not properly maintain his building site and lot as herein provided, then the Committee shall have an easement, including the right of entry, necessary to enter upon the building site and perform such work or cause such work to be performed.

After initial development of the subdivision lots, no further grading, filling or other alteration to the topography of the or elevation of any building site shall be undertaken prior to or during initial construction without the prior express written approval of the Committee.

#### REMOVAL OF TREES AND LANDSCAPING

All improved or unimproved lots which have been sold by the Declarant shall be kept clear of unsightly debris, weeds, underbrush and other such matter. If a lot becomes unsightly in the discretion of the Committee, the Committee may have it cleaned and the costs thereof shall be charged to the lot owner. Each lot having a residence thereon shall be landscaped to the extent of that portion of the lot lying in front and to each side of said residence. Landscaping shall include the proper grading of the lot and seeding for lawn purposes. Landscaping must be completed within nine (9) months after the date said residence is first occupied. Lawns must be kept neatly mowed at regular intervals during the growing seasons.

#### BUILDING SETBACKS

No dwelling or other improvement of any kind shall be located on any lot such as to violate the minimum setback requirements shown on the recorded plat unless prior written approval is obtained by Declarant or the Committee, so long as such variation does not violate county and city ordinances concerning minimum setback requirements.

#### NUISANCE PROHIBITED

No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. Specifically, no off-the-road vehicles such as trail bikes, go-carts, three wheel or four wheel off-road motorcycles, dirt bikes and mopeds, together with vehicles which are not allowed on state maintained roads shall be operated in the subdivision.

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**ANIMAL CONTROL**

No animal, livestock, poultry, snakes or farm animals other than common household pets shall be kept on any lot and said household pets shall not be kept for commercial purposes. All dogs shall be contained in an enclosed area or kept on a leash at all times. Dogs shall be kept outside the dwelling area only if they are kept in an area to the rear of the residential dwelling which has been enclosed by a fence. The design, workmanship, materials and location of all animal fences, dog houses, and other such structures must receive prior approval of the Committee. Animal pens not specifically allowed herein are prohibited. The Committee shall take into account the proposed fence and structures with respect to the existing structures and improvements in the area, and it shall consider the location of the proposed fence and structures with regard to topography, ground elevation, existing trees and shrubs, and neighboring structures on other lots.

**TRASH**

No lot shall be used or maintained as a dumping ground or storage area for rubbish, trash, garbage or other waste and no garbage or trash shall be burned on any lot. All garbage, trash and other waste shall be kept in a clean and covered receptacle located immediately rear of the primary dwelling so that it is not visible from the street the residence faces. No garbage shall be placed at curb side for pick up when collection service is available to the dwelling. If the collector picks up at the dwelling but leaves the empty container at curb side, lot owners shall return the empty containers to the dwelling on the same day as pick up. Garbage shall be placed at curb side for pick up only on the day of collection. It is the intent of this restriction to prohibit the unsightly accumulation of garbage, trash and other waste at the street when a collection service is available to residents which does not require curb side pick up. Lot owners who are subject to the flow of a creek or stream shall be responsible for keeping the creek or stream free of unsightly debris.

**REGULATION OF VEHICLES AND ON-STREET PARKING**

No motor vehicles which are not in regular use shall be stored or parked on any lot. Any major mechanical or repair work performed on any motor vehicle or boat shall be done in an enclosed garage and shall not be visible from the street. No buses, tractor trailer vehicles of more than one ton capacity shall be parked within the subdivision unless such vehicle is parked in a garage or to the rear of the dwelling so that it is not visible from the street. There shall be no on-street parking of any vehicles except as shall be necessary on a temporary basis for visitors and to provide services for a resident. Residents shall park cars only on driveways or in garage or carports.

**HARDSURFACE DRIVEWAYS, WALKWAY, MAILBOXES**

All driveways shall have either an asphalt, concrete, cobblestone, brick or slate surface unless otherwise approved by the Committee in writing. No gravel, stone or dirt driveways shall be allowed. Driveways must be of design, size, location and material approved by the Committee. Driveways must be completed prior to occupancy of a residence. Concrete walkways to be constructed according to city code by builder. Mailboxes must be purchased from FURFELD LAND DEVELOPERS, LLC, and such must be uniform.

**SIGNS PROHIBITED**

No sign, billboard, poster or political sign of any nature shall be erected, placed, exhibited or maintained on any lot except with the prior approval of, and in conformity with the size, design and format and for such time period, as is or may be prescribed from time to time by the Committee. "For Sale" and "For Rent" signs shall be allowed provided they do not exceed two (2) feet by three (3) feet in size. Larger such signs may be allowed upon approval by the Committee. No signs (other than for sale signs allowed by these restrictions) shall be permitted on any lot. Prohibited signs include yard signs which advertise security systems, swimming pool companies, remodeling companies,

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siding companies or other such businesses or services. The Committee shall have the authority to specify additional yard advertising signs which are prohibited.

#### **BOAT AND TRAVEL TRAILERS TO BE STORED**

All boats and travel or utility trailers shall be stored and placed in a garage, carport, or the rear of the primary dwelling structure so as not to be readily visible from the street.

#### **ANTENNAE AND SOLAR PANELS**

No television or radio antennae shall be located on any lot or structure or attached to the roof of a dwelling unless prior approval has been granted by the Committee. No satellite transmitting or receiving equipment shall be permitted on any lot except that one receiving dish 24 inches or less in diameter shall be allowed if not visible from the street and if it receives prior approval from the Committee. No antennae, satellite dishes or similar equipment shall be installed on any lot unless prior to installation the plans, specifications and location have been submitted to the Committee, and the Committee has given written approval of the proposed equipment and the location thereof. The Committee shall take into account the proposed equipment with respect to the existing structures and improvements in the area and shall also consider the location of the proposed equipment with regard to topography, ground elevation, existing trees and shrubs, neighboring structures and whether it can be seen from the street. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or location submitted to it, or any requests for approval submitted to this section.

No solar panel shall be placed or maintained on any lot or structure unless such placement receives prior approval from the Committee and the panel is not readily visible from the street. Solar Panels and similar items designed to be located on a residential lot must receive prior approval of the Committee and shall be subject to the same requirements as satellite dishes in the previous paragraph.

#### **POOLS**

No above ground swimming pools shall be placed upon any lot. Below ground pools may be installed only if the design, location, fencing and landscaping specifications and plans have been approved by the Committee.

#### **EASEMENTS RESERVED**

In addition to easements reserved on the recorded subdivision plat, Declarant, for itself and its successors and assigns, hereby reserved, and is given a perpetual easement, including right of entry, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for the furnishing of electric power, gas, telephone service, sanitary, sewer, storm or surface drainage, water, cable television, and all other utilities, over, under and along a FIVE (5) foot strip, parallel with and along the front, rear, and interior lot lines of each building lot. In the event that more than ONE (1) lot is used as a building site, the Committee has the right to relocate, remove or re-establish the easements provided herein and those provided on the recorded map of the subdivision with regard to such lot and any adjoining lot affected hereby.

#### **LOCATION OF PLAYGROUND EQUIPMENT**

All playground equipment, including but not limited to swings, playpens, sandboxes, toys and so forth, shall be located upon the lot such that they are not readily visible from the street. Tree houses are prohibited unless approved by the Committee.

#### **CONSTRUCTION PROGRESS**

All construction on any lot which requires a building permit or which can be seen from the street must be completed within six (6) months from the start of construction. Any debris resulting from fire or any other cause must be cleared and removed from the

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lot within thirty (30) days, unless a city, county, state or federal official requires otherwise by way of an official investigation.

All construction debris must be regularly cleared from construction sites and no construction materials shall be placed within the road rights of way. Any mud resulting from construction of a lot must be cleared from subdivision roads, and if not removed the Committee may have it cleaned and charge the lot owner for this expense.

**WAIVER**

No provision contained in these protective covenants and restrictions shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the violation is repeated. In the event of unintentional violation of any building setback lines, easement restrictions or reservations herein set forth, the Committee shall have the right to change in writing the said restrictions set forth in this instrument as to specific violations; provided however, that such change shall not exceed ten percent (10%) of the marginal requirement of such building line, easement, restrictions or reservations.

**TEMPORARY OFFICES**

Such temporary offices and construction offices as approved by the Committee and used during development of the property and the construction and sale of houses shall not constitute a violation of these restrictive covenants.

**RIGHTS EXCLUSIVE**

Declarant shall have the right to sale, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interest and liabilities retained, accruing or reserved by these protective covenants and restrictions. Following any such disposition, Declarant in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim arising out of same in any manner. Declarant may, in its sole and absolute discretion, assign all, part or none of its rights, interests and liabilities contained in these protective covenants and restrictions. At such time as Declarant no longer has an economic interest in the subdivision, Declarant intends to assign all or part of its right and duties under these restrictions to a Property Association. Declarant reserves the right to make such an assignment.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, FURFIELD LAND DEVELOPERS, LLC has caused this instrument to be executed by its member manager listed below this the 9<sup>th</sup> day of December, 2003.

DECLARANT:

FURFIELD LAND DEVELOPERS, LLC

BY: Henry Timothy Furr  
H. Timothy Furr, Member/Manager

State of North Carolina - County of CABARRIUS

I, the undersigned Notary Public of the County and State aforesaid, certify that H. TIMOTHY FURR personally came before me this day and acknowledged that he is the MEMBER/MANAGER of FURFIELD LAND DEVELOPERS, LLC a North Carolina limited liability company, and that by authority duly given and as the act of such entity, HE signed the foregoing instrument in its name on his behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 9 day of December, 2003

My Commission Expires: 5/24/2007

Jason M. Price  
Notary Public



STANLY COUNTY,  
NORTH CAROLINA.

The foregoing certificate of Jason M. Price is certified to be correct this 10th day of December, 2003.

CECIL I. ALMOND  
REGISTER OF DEEDS

BY: Henry Timothy Furr Assistant