

152675
RECORDED IN GREENSBORO

KATHERINE LEE FAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

BOOK: 4708
PAGE: 0009
06/29/1998 14:19:57

SIGNED: 
ASST. DEPT. REGISTER OF DEEDS

Prepared by Susan L. Hunt, Attorney at Law

Pick-Up
S. Hunt

PROTECTIVE COVENANTS
FOR LOTS IN
QUAIL CREEK, PHASE 4
Guilford County, North Carolina

PART A:

These covenants, executed this 29th day of JUNE, 1998, are for the purpose of establishing and protecting a neighborhood which will maintain the value and enjoyment of the future homeowners in QUAIL CREEK SUBDIVISION, Guilford County, North Carolina.

PART B:

B-1: FULLY PROTECTED RESIDENTIAL AREA. These covenants shall apply to all lots in QUAIL CREEK SUBDIVISION PHASE 4, whether now or in the future. The property for which these restrictions apply contains 6.119 acres, more or less, and is described in a plat recorded in Book 129, Pages 19, 20, Office of the Register of Deeds of Guilford County, North Carolina.

PART C:

C-1: LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No mobile homes or campers shall be permitted in said subdivision unless used temporarily as a construction office and they are not to be used as living quarters. No boats or boat trailers shall be permitted in said subdivision. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two and one-half stories in height above ground level.

C-2: APPROVAL OF PLANS. Any person or persons desiring to erect any new structure upon any lot in said subdivision shall first arrange for a location, elevation and general floor plan of the structure to be erected on the site. A site plan shall be furnished to the Developer prior to the conference. This conference is a free service offered by the Developer for the preservation of the values and amenities of said subdivision and for the mutual advantage of all owners. Plans and specifications for the construction of all buildings, fences, walls, structures, roads and driveways and

the proposed location thereof shall be submitted to Developer for written approval. No construction shall begin without approval by Developer in writing. If the Developer or its agents shall fail to approve the plans and specifications within thirty (30) days after written request thereof, then construction shall not be erected which violates any of the covenants contained herein. No preconstructed buildings shall be placed on the lot without Developer's written approval. When the construction of any building is once begun, work thereon must be prosecuted diligently and must be completed within nine calendar months from the date construction begins.

C-3: DWELLING. All dwellings, except the existing dwelling on a lot to be designated as Lot #25, shall have 1800 square feet and a two-car garage. All plans must be approved by the Developer in writing.

C-4: BUILDING LOCATION.

a. No building shall be located on any lot except on the site approved by the Developer by a written instrument.

b. For the purposes of this covenant, decks, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be considered to permit any portion of a building on a lot to encroach upon another lot.

c. All foundations must be brick veneered.

d. All siding materials for all buildings must be approved in writing by the Developer.

C-5: DRIVEWAYS. All driveways shall be paved with concrete or asphalt.

C-6: EASEMENTS. Easements for installation and maintenance of utilities and sight easements are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through natural drainage channels. The easement area of each lot shall be maintained continuously by the lot owner except for those improvements for which a public authority or utility company is responsible. The 25' Exclusive Access and Utility Easement located between Lots 43 and 45 shall be maintained by the owner of the adjoining 22 acre parcel. The Developer shall make the final determination as to any maintenance and landscaping upon said easement.

C-7: PONDS. The ponds located in Phase 4, Quail Creek, shall be owned by the lot owners whose lots abut the perimeter of the ponds as shown on the recorded plat referenced herein, with the exception of Lots 60, 61 and 62. There shall be a thirty (30) foot easement for maintenance purposes only surrounding the entire perimeter of the ponds, in addition to any easements reflected on the recorded plat. The easement area on each lot shall be maintained by the lot owner. The pond lot owners shall be responsible for the upkeep and maintenance of the pond and dam, and shall regulate

the access to and use of the pond. As to Lots 60, 61 and 62, those lot owners shall be solely and individually responsible for the upkeep and maintenance of the portion of the pond they own.

C-8: NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C-9: TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

C-10: LANDSCAPING.

a. All lots must be landscaped within sixty (60) days after occupancy of the house located thereon. The landscaping must be consistent with other homes in the Subdivision. The Developer shall have the final decision as to whether the lot has been landscaped in accordance with the covenants and restrictions.

b. The Developer shall have the final decision as to whether any additional landscaping is required on any special purpose lots, bermes and entrance. The Homeowners Association shall be responsible for the maintenance and upkeep of the special purpose lots, bermes and entrance.

c. Grading must not impede the natural flow of water from lot to lot without the express written permission of the Developer.

C-11: SIGNS. No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more than six square feet advertising the property for sale or rent; however, this provision is subject to the following exceptions:

a. Signs used by the Developer or builders to advertise during the construction and sales period must not exceed thirty (30) square feet.

b. Only one Model Home shall be permitted for the development. Developer shall make the determination as to which home will be the development's Model Home. No signs advertising model homes shall be permitted on any lot except for the lot designated by the Developer as the development's Model Home.

c. Temporary "Open House" signs of not more than six square feet shall be permitted to be displayed on the day or days such open house shall be held, but shall be removed when the open house is not being conducted.

C-12: USE OF PROPERTY. No lot or the building thereon shall be used for business, manufacturing, or commercial purposes, nor shall any animals or fowl be kept or allowed to remain

on said property for commercial or breeding purposes, or which create a nuisance or annoyance to any lot owners.

C-13: GARBAGE RECEPTACLES. No property within this subdivision shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean sanitary condition. The Developer or its agent shall have the right to enter upon any lot or area to remove such waste or cut and remove any grass, weeds, trees, etc., on any lot or area deemed by public authority or the Developer or its agent, to be unsightly. If the Developer performs the work to comply with this restriction, then the cost shall be borne by the lot owner and the cost shall be a lien upon the lot until paid.

C-14: SATELLITE DISHES, ANTENNAS OR CLOTHESLINES. No satellite dish, antennas or clotheslines shall be erected, placed, altered, or allowed to remain on any lot without the prior written consent of Developer or its Agent.

C-15: FENCES. No fences shall be erected, placed, altered, or allowed to remain on any lot without the prior written consent of the Developer. No chain link or wire mesh type fences, including chain link dog runs, shall be placed or erected on any lot.

C-16: EXTERIOR PAINT COLORS. All exterior colors must be approved in writing by the Developer.

C-17: BOATS, TRAILERS, TRACTOR-TRAILERS, MOTOR/MOBILE HOMES. No boats, trailers, tractor-trailers, motor homes or mobile homes, or inoperable, uninsured, unlicensed vehicles shall be parked on or in front of any lot unless parked inside an enclosed garage area. All cars or other vehicles must be parked in the garage or on the driveway. Any vehicle parked in the driveway must be licensed, insured and operable.

C-18: MAILBOXES. All mailboxes must be uniform in design. Contact the Developer for the mailbox design.

C-19: SWIMMING POOLS. No swimming pools shall be placed or built on any lot without the prior written approval of the Developer. All plans and designs for swimming pools shall be submitted to the Developer for written approval prior to construction. NO ABOVE-GROUND SWIMMING POOLS shall be permitted to be placed on any lot.

C-20: UTILITY BUILDINGS, OUTBUILDINGS, SHEDS. Anyone desiring to place a utility building, shed or other outbuilding on a lot must meet with the Developer to obtain the Developer's approval of the location and design of such outbuilding. Developer's written approval must be obtained prior to placing, erecting, or altering an outbuilding on any lot. All outbuildings must be constructed with substantially the same material and with the same colors as the house on said lot.

PART D: GENERAL PROVISIONS.

D-1: TERMS. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. These Covenants may be terminated or amended during the first thirty year period by the Developer or with the consent of a majority of the Owners entitled to vote; provided, however, this Declaration may not be terminated without Developer's consent. Developer reserves the right to execute any documents necessary to turn over the enforcement of these covenants to the subdivision Homeowners Association, or to execute any documents necessary to relinquish Developer's rights and duties under these covenants at any time.

D-2: ENFORCEMENT. Enforcement shall be done by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3: SEVERABILITY. Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions contained herein, which shall remain in full force and effect.

D-4: MINOR VIOLATIONS. Minor violations of these covenants may be waived by QUAIL CREEK Developers or their agent or successors or assigns, by written instrument in recordable form.

D-5: INTERPRETATIONS OF THESE COVENANTS. DEVELOPER SHALL MAKE ALL FINAL INTERPRETATIONS OF THESE COVENANTS.

SESSOMS DEVELOPMENT, INC.

BY: [Signature] (SEAL) _____ PRESIDENT

CORPORATE SEAL

ATTEST: [Signature] (SEAL) _____ ASSISTANT SECRETARY

NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned, a Notary Public of Guilford County, North Carolina, do hereby certify that Sandra L. Burgess personally appeared before me this day and acknowledged that she is Assistant Secretary of Sessoms Development, Inc., a North Carolina Corporation, and that by authority duly given and as an act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its Corporate Seal, and attested by her as its Assistant Secretary. Witness by hand and official stamp or seal this the 29th day of JUNE, 1998.

My Commission Expires: 6-27-2000

[Signature] (SEAL) _____
NOTARY PUBLIC

SUSAN L. HUNT
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 6-27-2000

152676
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KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

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SIGNED: 
ASST. DEPT. REGISTER OF DEEDS

Prepared by Susan L. Hunt, Attorney at Law

Pick-Up
S.Hunt

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO ALL PROPERTY IN QUAIL CREEK, PHASE 4

WHEREAS, SESSOMS DEVELOPMENT, INC. (The "Developer") is the owner and developer of certain lands located within a community known as "QUAIL CREEK, PHASE 4" in Guilford County, Deep River Township, North Carolina.

WHEREAS, Developer wishes to declare certain restrictive covenants affecting certain lands in QUAIL CREEK, PHASE 4.

NOW, THEREFORE, Developer does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the special purpose lots; the easements connecting any lot to a special purpose lot, berm or entrance area; and to all of the lots in the subdivision as to the special purpose lots, landscape berms, and entrance as described in QUAIL CREEK, PHASE 4, as recorded in Plat Book 129, Pages 19-20 (the "Property"), and such additions thereto as may hereinafter be made. Developer reserves in each instance the right to add additional restrictive covenants in respect to lands to be conveyed in the future within the properties, or to limit therein the application of this Declaration.

DEFINITIONS

"QUAIL CREEK, PHASE 4" when used herein shall refer to the lands in Guilford County, Deep River Township, North Carolina, which are shown as a part of QUAIL CREEK, PHASE 4 on the Development plat revised from time to time.

Whenever used herein, the term "Developer" or "the Developers" shall refer to Sessoms Development, Inc., its successors and assigns, and any agent or agents appointed by the Developers, its successors and assigns, to act on its behalf for the purpose of administering or enforcing, in whole or in part, the rights reserved unto the Developer in this Declaration.

Whenever used herein, the term "Association" shall refer to QUAIL CREEK HOMEOWNERS ASSOCIATION, a North Carolina non-profit, non-stock corporation, its

successors and assigns, and any other community or owners association within QUAIL CREEK, organized by the owners or by others with the consent of the owners. The terms "Property" and "Properties" when used herein shall refer to any tract of land or subdivision thereof in QUAIL CREEK, which has been subjected to the provisions of this Declaration or any Supplemental Declaration, as may be referenced in deeds issued by the owners or any third party with the consent of the owners, including, without limitation, all that tract or parcel of land, situate, lying and being in Guilford County, North Carolina, and described in the above-referenced Plat.

The terms "Property Owner," "Owner of Property," and "Owners" when used in this Declaration shall mean and refer to all owners with an interest in real property in QUAIL CREEK which has been subjected to the provisions of this Declaration, including but not limited to, owners of the property or tracts of land and owners of home sites, whether such property, tracts or units are used or intended to be used for residential, commercial or recreational purposes.

The term "Master Plan" when used in this Declaration shall mean and refer to the drawing which represents the conceptual plan for the future development of QUAIL CREEK. Since the concepts of the future development of QUAIL CREEK is subject to continuing revision and change by the Developer, present and future references to the "Master Plan" shall be references to the latest revision thereof.

SPECIAL PURPOSE LOTS

The Developer has dedicated certain Special Purpose Lots for use as septic drainage fields and has labeled certain lots for use only with the Exclusive Use Sanitary Septic Easement as described in the above-referenced Plat.

The Developer has agreed to deposit with the Quail Creek Homeowners Association the sum of \$500.00 for the use of the Association to determine the location of any leaks in the pipes located in said special purpose lots/septic easements. Said deposit shall be a one-time deposit and shall apply to all Phases of Quail Creek, including any Phases or Sections heretofore or hereafter added. The homeowner(s) whose pipe is/are leaking shall reimburse the Association for any amounts expended in the investigation and locating of the leak, by depositing with the Association the sum of \$25.00 per month (per affected owner), beginning when any funds are drawn from the \$500.00 until the fund is replenished to \$500.00, to be held by the Association for the investigation and determination of any future leaks in the pipes.

Each owner of a lot served by a special purpose lot/septic easement agrees to pay for the costs of repair of any leaks found in the pipes serving the owner's home.

The Homeowners Association shall be responsible for the above-ground maintenance on any such Special Purpose Lot and the Association is hereby granted the right to enter upon said Special Purpose Lots for the upkeep and maintenance of same. The Developer reserves the right to determine whether and to what extent any additional landscaping is required on said Special Purpose

Lots. Under no circumstances shall the Homeowners Association or Developer be responsible for any problem arising underground of said Special Purpose Lots.

The Developer reserves unto itself, its successors and assigns, and its agents, a perpetual, alienable, and releasable easement of right to go on, over and under any "Exclusive Use Sanitary Sewer Easement" to erect, maintain, and use sewers, and other suitable equipment for conveyance and use of sewer. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearances. The Developer further reserves unto itself, its successors and assigns, and its agents, the right to locate, construct and maintain pumping stations within such Exclusive Use Sanitary Sewer Easements. Such rights shall not create any obligation on the part of the Developer to provide or maintain any such utility or service.

The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration regardless of how long such failure shall continue, shall not constitute a waiver or of a bar to such right to enforce.

Whenever the Developer, Association or their agents are permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto and whenever it is stated in this Declaration that the cost of such action (hereinafter called the "Cost of Corrective Action") shall be paid by the owner of the property on which such corrective action is performed, the Cost of Corrective Actions, together with such interest thereon at the maximum annual rate permitted by law from the due date and costs of collection therefor including a reasonable attorney fee as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon, against which the Cost of Corrective Action is charged, in the hands of the then owner, his heirs, devisees, personal representatives, tenants, and assigns, and in addition shall also be the personal obligation of the owner of such real property at the time when such Cost of Corrective Action shall become due and payable. The Cost of Corrective Action shall be billed at the completion of any such corrective action, and all bills shall be due and payable within thirty (30) days from the date of mailing of same.

If the Cost of Corrective Action is not paid within thirty (30) days after the due date, the Developer, Association or their agents may bring an action at law against the property owner personally and there shall be added to the amount of such Cost of Corrective Action the costs of preparing the filing of the Complaint in such action and a reasonable attorney fee together with the costs of the action.

EXCLUSIVE ACCESS AND UTILITY EASEMENT

The 25' Exclusive Access and Utility Easement located between Lots 43 and 45 are reserved as shown on the recorded plat of Quail Creek, Phase 4, referenced hereinabove, shall be maintained solely by the owner of the adjoining 22 acre parcel. Within this easement, no structure, planting or

other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through natural drainage channels, or which may obstruct access to the adjoining property. The Developer shall have the final determination as to any maintenance or landscaping to be done upon the easement.

POND MAINTENANCE AND EASEMENTS

The ponds located in Phase 4 of Quail Creek are pre-existing ponds on the land and shall be owned by the lot owners whose lots abut the pond as shown on the record plat of Phase 4, Quail Creek as referenced hereinabove. The owners of those lots (except the owners of Lots 60, 61, and 62) shall form a separate Homeowners Association to establish the rules and regulations applying to the access and use of the pond. No docks, decks or other structures shall be built on or over the pond without approval by the Pond Homeowners Association or a majority of the pond lot owners.

The pond lot owners shall be responsible for the upkeep and maintenance of the ponds and dam, and shall be jointly responsible for same.

There shall be an easement of thirty (30) feet around the entire perimeter of the ponds for maintenance purposes only. The Pond Homeowners Association or a majority of the pond lot owners shall determine what, if any, pond or dam maintenance is required.

The owners of Lots 60, 61 and 62 shall be individually and solely responsible for the upkeep and maintenance of the portion of the ponds they own.

Under no circumstances is the Developer responsible for any problem or damage emanating from or related to the ponds or dam, including, but not limited to, flooding, leaking, dam bursts, ensuing property damage, etc.

AS TO ALL LOTS

The Developer has designed and will construct berms along Cude Road. These berms are for the benefit of the lot owners. The Developer will pay the cost of construction. The Developer reserves unto itself, its successors and assigns, and its agent, a perpetual, alienable, and releasable easement or right to go on, over and under any berms and the entrance area, to erect, maintain, and use suitable equipment to erect and maintain the berms and entrance. Such rights shall not create any obligation on the part of the Developer to provide or maintain such berms or entrance.

The Homeowners Association shall be responsible for the repair and/or maintenance of the entrance to the Subdivision and of any berms in said Subdivision, and said Association is hereby granted the right to enter upon the lots where the entrance or berms are located for the upkeep and maintenance of same. The Developer reserves the right to determine whether and to what extent any additional landscaping is required on the entrance area or berms.

The property owners of any such lots whereupon the entrance or a berme is located shall not place any item of a permanent nature upon said berme or entrance which the owner does not wish to remove at owner's expense, nor shall the property owner landscape the entrance or berme area without the written permission of the Developer and/or Association. The property owner shall be responsible for any expense incurred by the Developer and/or Association in removing any items built into or upon the entrance or berme by the property owner and/or repairing any damage caused to the entrance or berme as a result of property owner's actions.

ASSESSMENTS

The sum of \$150.00 per year per lot shall be paid to the Association, commencing the first month after title to a lot is transferred to an owner.

If these assessments are not paid within thirty (30) days after the due date, the Developer, Association or their agent may bring an action at law against the property owner personally and there shall be added to the amount of such assessments the costs of preparing and filing of the Complaint in such action and a reasonable attorney's fee, and in the event a judgment is obtain, such judgment shall include interest thereon.

The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust now or hereafter placed upon any property subject to these covenants. In the event a creditor (other than the Developer or the creditor of the Developer) acquires title to any property pursuant to a foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to any lien placed upon such property during the time in which the creditor holds title to such property.

Should any covenants or restrictions contained herein, or any article, sections, subsections, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by Sessoms Development, Inc. and have hereunto set their hands and seals this the 29th day of JUNE, 1998.

SESSOMS DEVELOPMENT, INC.

BY: [Signature] (SEAL)

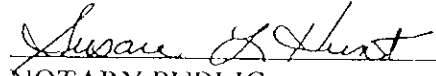
PRESIDENT

CORPORATE SEAL

ATTEST: [Signature] (SEAL)
ASSISTANT SECRETARY

NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned, a Notary Public of Guilford County, North Carolina, do hereby certify that Sandra L. Burgess personally appeared before me this day and acknowledged that she is Assistant Secretary of Sessoms Development, Inc., a North Carolina Corporation, and that by authority duly given and as an act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its Corporate Seal, and attested by her as its Assistant Secretary. Witness by hand and official stamp or seal this the 29th day of JUNE, 1998.

 (SEAL)
NOTARY PUBLIC

My Commission Expires: 6-27-2000

SUSAN L. HUNT
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 6-27-2000