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ANNIE F WILSON

REGISTER OF DEEDS

BY: NATASHA HARDY

TRAINEE

BK: 1032 PG: 492-500

Prepared By And Return To:
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STATE OF NORTH CAROLINA
COUNTY OF BERTIE

**DECLARATION OF RESTRICTIVE COVENANTS
FOR M & E SUBDIVISION**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this the 15th day of January, 2025 by Donnell Richardson, hereinafter referred to in the neuter singular as the "DECLARANT";

WITNESSETH:

1. DECLARANT is the Owner and Developer of that certain real property located in Roxobel Township, Bertie County, State of North Carolina, which is more particularly described as follows:

BEING all of the M & E Subdivision, as shown and otherwise depicted more accurately on that certain plat entitled "Survey for Donnell Richardson and M & E Subdivision" and plat Map recorded in Map Book 14, Page 492 of the Bertie County Registry of Deeds as prepared by Randolph P. Nicholson, PLS, of Roanoke Land Surveying.

2. The DECLARANT intends to sell and convey the lots and parcels within the Development and, before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes, and charges under the general plan or scheme of improvements for the benefit of all lots and parcels in the Development and for the benefit of the Owners and future Owners thereof.

WHEREAS, DECLARANT desires to create on said property certain Common Properties for the benefit of said community and for the benefit of all the lots of the subdivision; and

WHEREAS, DECLARANT desires to provide for the preservation of the values, amenities, and conceptual intent of the said community as for the maintenance of the said Common Properties; and, to this end desire to subject the said real property above described to the covenants, conditions, restrictions, easements, obligations, charges, and liens, hereinafter set forth, each and all of which is and hereby is declared to be for the benefit of said property and each and every owner of any and all parts thereof.

WHEREAS, DECLARANT has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the power and authority of maintaining and administrating the Common Properties and Services and administering and enforcing the covenants and restrictions governing the same residential lots, and collecting and distributing all assessments and charges necessary for such maintenance, administration, and enforcement, as hereinafter created; and

NOW, THEREFORE, the DECLARANT declares that all of the lots and parcels in the Development are held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration, all of which are declared by the DECLARANT, and agreed by DECLARANT'S successors in title, to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between their respective Owners of all such lots and parcels; to create privity of contract and estate between the Grantors of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective Owners present and future.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration, or any Supplemental Declaration, shall have the following meanings:

1.1 Intentionally omitted.

1.2 Owner shall mean and refer to the record owner, whether one or more persons, firms, associates, corporations, or other legal entities of the fee simple title to any tract situated upon the Properties, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgage, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure, nor shall said term "Owner" mean or refer to any lessee or tenant of as owner.

1.3 Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the DECLARANT, as are subjected to this Declaration or Supplemental Declaration.

1.4 Common Properties shall mean and refer to those areas of land with any improvements thereon which are deeded to the DECLARANT and designed in said deed as "Common Properties". The term "Common Properties" shall also include those properties labeled as Permanent Open Space and are also devoted to uses listed on any recorded plat of the subdivision; and, include any personal property acquired by the DECLARANT if said property is designated as "Common Property". All "Common Properties" are to be devoted to and intended for the common use and enjoyment of the owners, subject to the fee schedules and operating by the DECLARANT.

1.5 Lot (tract) shall mean and refer to any improved or unimproved parcel of land, shown upon any recorded subdivision map of the Properties, intended for the construction of a detached single family dwelling and appurtenant structures, excluding any "Common Properties", as heretofore defined.

1.6 Intentionally omitted.

1.7 DECLARANT shall refer to Donnell Richardson.

ARTICLE II

USES OF THE PROPERTY

2.1 Allowed Uses.

- (a) All Lots shall be used for residential purposes exclusively. No structure, except as hereafter provided shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling (stick built or off-frame modular home) not to exceed two and one-half (2 1/2) stories in height, and must contain at least 1,450 square feet, exclusive of a one (1) story open porch, deck, basement, and/or garage. Said single family dwelling must be used and occupied as a residence for a single family. No part of any lot may be used for manufacturing, commercial or business purposes nor may any form of advertisements for any business be allowed on any lot. No road shall be constructed on any lot in this subdivision connecting to any property not a part of this subdivision.
- (b) Only one (1) outbuilding per lot is allowed and one (1) carport. Said outbuilding must be incidental to the residential usage. No outbuilding shall exceed one (1) story in height with a minimum roof pitch of 7/12. Roof shingles must be identical in appearance to the main single family dwelling. Exterior material and color will be identical in appearance to the majority material and color of the main single family dwelling. Only one single garage door not exceeding twelve feet (12') may be used on any outbuilding and it must have identical facing to that of the main single family dwelling's garage doors unless the DECLARANT approves otherwise. No outbuildings will be permitted to be built or to remain without the prior written approval of the DECLARANT. Outbuildings must be placed in compliance with county setback lines.
- (c) All single family dwellings and/or outbuildings must be constructed with one or more of the following building materials: (1) brick; (2) stone; (3) wood; or (4) Masonite hard board, vinyl siding, or another type of hard board siding comparable to Masonite hard board siding, which must be pre-approved by the DECLARANT or his successor and/or assigns.
- (d) Any off-frame modular home placed upon any lot shall meet all of the following requirements: (1) a minimum roof pitch of 6/12; (2) interior ceiling height must be a minimum of seven (7) feet and six (6) inches for each room therein; (3) sub flooring and floor joists must be at least 2X6 wood construction; and (4) the home must comply with all North Carolina and/or Local Municipal Building Codes for single family dwellings.
- (e) Cinder or concrete blocks, asphalt shingles, tar paper or metal shall be prohibited as major exterior building material with the exception of asphalt roofing shingles used for a roof. Concrete blocks may be used for foundations if they are parged or stuccoed. Metal may be used for a roof, if the quality, color, and style are approved by the DECLARANT prior to installation.
- (f) Any exterior lighting shall be placed or located in such a manner as to protect an adjacent neighbor's privacy while not imposing upon the use and enjoyment of the adjacent neighbor's property.
- (g) All power lines and other utilities shall be placed underground.
- (h) All building plans and specifications and other pertinent information related to the construction of dwellings or off-frame modular homes, including all porches and stoops, to be placed on any lot shall be first submitted to the DECLARANT for approval prior to commencement of construction or delivery of the off-frame modular home and failure to do so shall be deemed a violation of these Restrictions. Failure of the DECLARANT to approve such plans and specifications within sixty (60) days after submittal, or in any event, if no suit to enjoin in the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant will be deemed to have been fully complied with.

2.2 Impermissible Uses.

- (a) All swimming pools shall be enclosed by a privacy fence at least six (6) feet in height. Above ground pools will be allowed in the subdivision. However, no dwelling, fence, swimming pool or any other structure shall be erected, altered, placed or permitted to remain on any lot in said subdivision until the building plans, specifications (including all exterior materials and colors), and site plan showing the location of such improvements and a landscaping plan has been approved in writing as to conformity and harmony of external design with existing dwellings in the subdivision by the DECLARANT, or his successors or assigns. Proof of submittal must be received by registered mail or acknowledged receipt from the DECLARANT. Submittal and approval of plans prior to any construction is required. In the event that DECLARANT fails to approve or disapprove submitted plans and location within thirty (30) days from submittal, or in any event, if no suit to enjoin in the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant will be deemed to have been fully complied with.
- (b) No chain link fences or other wire fences will be allowed in said subdivision. Only fences erected pursuant to Article III, Section 3-5 will be allowed. No fence of any kind, however, shall be erected on any lot until a site plan showing the location, type of materials, and screening has been submitted to and received the written approval of the DECLARANT. No fence of any kind shall be permitted or placed closer to the front lot line than the rear of the dwelling or a line projected along the rear of the dwelling to each sideline. The DECLARANT reserves the right to reject any proposed fence due to type of materials or proposed location.
- (c) No mobile homes, modular units, single or doublewide units, temporary trailer, tent, garage, barn, or basement that does not comply with the requirements in Sections 2.1 and 2.2 above shall be erected or placed on any Lot covered by these covenants, under any circumstances. No pre-engineered or prefabricated buildings may be erected on any Lot without the prior written consent of the DECLARANT. Travel trailers or other recreational vehicles (including motor homes) may be parked behind the main dwelling on any Lot, but such trailer or vehicle may not be used primarily as a residence, either permanently or temporarily. Except with the prior written consent of the DECLARANT no detached garage or any detached building shall at any time be used for human habitation either temporarily or permanently. No structure or house may be moved from another location onto a Lot under any circumstance.
- (d) No animals, livestock, horses, or poultry of any kind shall be raised, bred, or kept on any Lot except (a) for dogs, cats, or other household pets (excluding hoofed animals), which are not dangerous, so long as they are not kept, bred or maintained for any commercial purposes.
- (e) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Except with the written permission of the DECLARANT no motor vehicle licensed to carry more than ten (10) tons shall be allowed or parked on any Lot or street within the subdivision except those vehicles delivering building materials to develop or improve the Lots or future Lots within the subdivision or carry furniture for any homeowner within the subdivision. No motor vehicle shall remain parked on any Lot for more than thirty (30) days, which cannot move under its own power and/or components. A boat may be parked on a Lot only behind the main dwelling so that it cannot be seen from the street in front of the dwelling. Ownership of mini-bikes, go-carts, or two (2), three (3), or four (4) wheel all-terrain vehicles (not licensed for public roads) is permitted within said subdivision, however, vehicles of this nature shall not be operated on any streets or on any lots. No signs or billboards shall be erected or maintained on the premises, except that one (1) professional sign of not more than twenty-four (24) inches square and one (1) sign of not more than six (6) square feet may be used to advertise the property during construction sales period. Large signs may be used on a temporary basis, but only with the written permission of the DECLARANT. No stripped, partially wrecked, or junked motor vehicle, or parts thereof, shall be permitted to be parked on any Lot except in an enclosed garage. All motor vehicles of any type kept on any Lot shall have current registration and inspection certificates.

ARTICLE III

REQUIREMENTS AS TO CONSTRUCTION ON LOTS

3.1 Time Limits. By acceptance of a deed, each Lot Owner or assigns agrees to have all public or private approvals necessary and shall start physical construction of a dwelling within nine (9) months of acceptance of said deed. In the event construction is not started within nine (9) months of acceptance of deed, the Lot Owner shall at the DECLARANT's option sell the Lot back to the DECLARANT at the original sales price, exclusive of any other costs incurred by Lot Owner. DECLARANT may extend the nine (9) months start time by up to three (3) months for any reason deemed acceptable to DECLARANT. At the end of any time extension the buyout option would then exist again for the DECLARANT. Time is of the essence. Notification will be by certified mail.

Once construction begins, each Lot Owner will be required to complete construction of any dwelling ready for occupancy within three hundred sixty (360) days. Start date for construction will be the date a Bertie County building permit is issued. Completion date will be the date Bertie County issues a certificate of occupancy. If construction is not completed within the allowed three hundred sixty (360) days then the Lot's Owner will pay to the DECLARANT fifty dollars (\$50) a day for each day over the three hundred sixty (360) days until completion. Time is of the essence. Notification will be by certified mail.

3.2 Base. No primary dwellings are to be constructed on concrete or other type slab on grade. All primary dwellings must be constructed with crawl space.

3.3 Area. Each single family dwelling structure shall have a minimum of 1,450 square feet heated and finished livable square footage, in addition to a one or two car garage. No roof pitch will be allowed that is less than 7/12 unless written permission is obtained from the DECLARANT. However, DECLARANT solely reserves the right to grant up to a ten (10%) percent negative variance on all minimum square footage areas.

3.4 Exterior. The exterior of each single family dwelling is to consist of either brick, hardiplank siding, or vinyl siding, unless otherwise approved by the DECLARANT. All steps are to be brick or wood, including any deck steps on the rear of the property, which may be wood. All shingles are to be 25-year shingles.

3.5 Fences. Fences are to be six feet (6') high with four-inch (4") wooden boards. All materials are to be unpainted treated wood. There must be a one inch (1") gap between each board. The wooden boards must have a pointed top construction. All posts are to be below the top of the fence with a flat top. Any fence with a design other than this design will have to be approved by the DECLARANT.

3.6 Driveway. Each dwelling shall be required to have a standard concrete paved or gravel driveway With a minimum solid paved or gravel width of nine feet (9'). Any other paving material or color must be approved by the DECLARANT. Driveway dimensions shall be considered to be the distance from the street pavement to garage opening inclusive or to side of dwelling.

3.7 Setbacks. Except where otherwise more restricted by county regulations, no dwelling shall have a front line setback of less than sixty feet (60'), nor a side yard setback or rear yard setback of less than fifteen feet (15'). Moreover, no structure shall be located within twenty-five feet (25') of a side street or within fifteen (15') of an interior lot line , or as governed by Bertie County Code.

For the purpose of the covenant, eaves, stoops, carports and open porches shall not be considered as a part of a structure, provided, however, that this shall not be construed to permit any portion of a structure on a lot to encroach upon another lot.

3.8 Garage. Each single family dwelling shall have no more than a one or two car garage.

ARTICLE IV

LANDSCAPING REQUIREMENTS

- 4.1 Prior to occupancy of any dwelling the lot will be landscaped to reasonable standards with a minimum of the following:
- (a) All non-wooded areas of yard shall be smoothed and grassed.
 - (b) Dwelling foundation front shall be landscaped with adequate shrubs or bushes to create an attractive appearance.

All yards shall be maintained to a reasonable standard at all times. During mowing season, all yards must be mowed regularly so as to create a manicured appearance. For maintenance purposes only, the front yard of each Lot is considered to extend to the pavement of any adjacent street. Yard maintenance will begin at acceptance of deed. All unused construction material or debris will be removed prior to occupancy. Once occupied by a homeowner, the homeowner of any Lot referenced by this covenant, is required to maintain this area the same as his yard. If the homeowner is not in compliance with above requirements, the DECLARANT reserves the right to have said yard maintenance completed at homeowner's expense.

Each Lot Owner shall keep his Lot free of all tall grass, undergrowth, dead trees, trash, rubbish, and building materials and other unsightly materials and shall otherwise keep his Lot maintained in such a manner so as to present a pleasing appearance. This provision shall not require a Lot Owner to remove natural growth from those areas of his Lot which are left in a totally natural and undisturbed condition. In the event an Owner does not properly maintain his Lot as above provided, in the opinion of the DECLARANT, then DECLARANT may have the required work done to bring the Lot into compliance with this covenant and the cost thus incurred shall be paid by the Lot Owner. Each Lot Owner shall remove from his Lot all debris resulting or remaining following the destruction of any structure on the property. In the event that the structure is suitable for rebuilding, the structure will either be removed entirely or rebuilt within a period of six (6) months from the time of damage.

ARTICLE V

REQUIREMENTS AS TO PERSONAL PROPERTY AND FIXTURES

- 5.1 Mailboxes. All mailboxes and mailbox posts shall be placed only within ten (10') feet of the edge of the driveway for the lot that the mailbox serves. Newspaper boxes may be incorporated into the mailbox, but no plastic or unapproved newspaper boxes are allowed. All mailboxes are to be uniform and shall be purchased by either the builder or the homeowner, but shall be installed before the dwelling is occupied. This provision shall only apply in the event a central mailbox center is not required for the development of the subdivision.
- 5.2 Recreational equipment. All playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, and sandboxes, toys, etc., shall be located in the rear yard of the home and not in the front yard and must be kept in neat order.

Satellite dishes may not to exceed two feet (2') in diameter are permitted and should be mounted on chimney, if at all possible. All other larger satellite reception apparatus will not be permitted on any Lot.

All recreational equipment and personal property other than automobiles or bicycles must be stored in such a manner as not to be visible from any street or to the occupants of other Lots.

- 5.3 Other. No outdoor clotheslines shall be permitted on any Lot. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any structure, or buried underground. All water well components including but not limited to casings, tanks, valves, and controls will be enclosed in a well house approved by DECLARANT. Each Lot Owner shall provide receptacles for garbage in an area not generally visible from public street view. All dwelling connections for all utilities including but not limited to water, electricity, gas, telephone and television shall be run underground from the property connecting points to the dwelling structure in such a manner as may be acceptable to the appropriate utility authority.

ARTICLE VI

EASEMENTS AND RESERVATIONS OF DECLARANT

- 6.1 Utility Easements. DECLARANT reserves unto itself, its successors and assigns in addition to any easements of record a perpetual, un-alienable, and releasable easement and right on, over, and under the ground to erect, install, maintain, and use electric wires, cables, sewers, water mains, water drainage provisions and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, sewers, water drainage, and other public convenience or utilities owned, in or over ten (10) feet around the perimeter of each Lot. These easements and rights expressed include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any similar actions reasonable to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance.
- 6.2 An easement five feet (5') in width extending along the entire road frontage of each lot is reserved for the purpose of clearing and maintaining the ditches, road edges and shoulders of the road.
- 6.3 Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.
- 6.4 Any portion of any lot which may lie within the existing fifty foot (50') road right of way is subject to any existing right away.
- 6.5 No lot or group of lots, as shown on the aforesaid Plat of record, may be re-subdivided in order to establish a greater number of building sites. No lot of group of lots shall be used as a roadway, unless prior approval of such use is obtained from the DECLARANT.
- 6.6 The Developer reserved the right to grant the Department of Transportation of the State of North Carolina, or its successor, the right, privilege and easement to maintain the roads.
- 6.7 At an appropriate time, the DECLARANT may form an incorporated Homeowners Association for the Subdivision and convey into the Association the Subdivision roads. Lot number 5, lot number 6, and the lot labeled "Donnell Richardson (home lot)", front the public road called "A.C. Smith Road" (S.R. 1205) and so are exempt from this paragraph 6.7 and any other HOA obligations or rights. Upon the conveyance of the roads to the Association, the Association will have the obligation to maintain the roads and to effect that purpose, the Association will have the authority to make or levy reasonable annual assessments. With respect to the Association and assessments:
- (a) The assessments will be on a lot basis.
 - (b) Each lot shall have one membership in the Association and one vote in Association matters.
 - (c) Votes can be cast in person or by proxy.
 - (d) The Association shall not enter any contract for the expenditure of funds in excess of the funds collected and on hand.
 - (e) No action shall be taken by the Association unless at least 50% of the members of the Association are present at the meeting authorizing such action.
- 6.8 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 6.8 The Developer reserves the right to include additional lands within the Subdivision and subject said additional land to these Restrictive Covenants.

ARTICLE VII

NOTICE

7.1 Any notice required to be sent to any Owner under the provisions of this declaration shall be deemed to have been properly sent, and notice thereby give, when mailed, post-paid, to the last known address of the person who appears as Owner. Notice to one (1) of two (2) or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of all Owners to immediately notify the DECLARANT in writing of any changes in address.

ARTICLE VIII

EFFECT OF VIOLATION OF COVENANTS

8.1 The DECLARANT, the Homeowners Association, or any Lot Owner or combination of Lot Owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.

ARTICLE IX

DURATION

9.1 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part and provided DECLARANT has sold all Lots.

9.2 No provision in these 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 failure to enforce is repeated.

ARTICLE X

VARIANCES

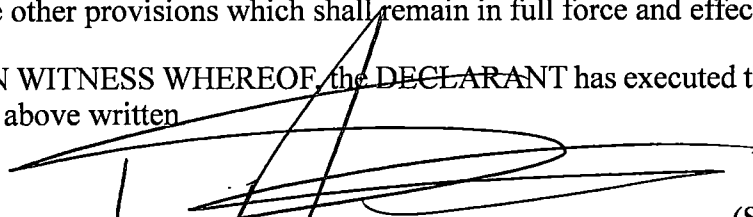
10.1 The DECLARANT, in his discretion, may allow reasonable variances and adjustments of these restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation.

ARTICLE XI

SEVERABILITY

11.1 Invalidation of any one of these covenants by judgement 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 DECLARANT has executed this Declaration on the day and year first above written


DONNELL RICHARDSON, DECLARANT (SEAL)

STATE OF North Carolina
COUNTY OF Chowan

I certify that the following person(s), personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Name(s) of principal(s) DONNELL RICHARDSON

Date: 2/26/2025

(Official Seal)

Amy C. McCann
Official Signature of Notary
Amy C. McCann

Amy C McCann
Notary Public
Chowan County
State of North Carolina

Notary Public Notary's printed
or typed name

My commission expires: 9/19/2026