

  
 Doc ID: 001056290005 Type: CRP  
 Recorded: 01/04/2008 at 04:24:25 PM  
 Fee Amt: \$26.00 Page 1 of 5  
 WILSON, NC  
 Audrey R. Neal Register of Deeds  
 File# 2008-00000100  
 BK **2292** PG **828-832**

**Prepared by and Return to: David W. Woodard, Attorney**  
**NORTH CAROLINA**  
**WILSON COUNTY**

**out of Wilson Co. Tax PIN 3734226158.000**

**THIS DECLARATION OF BUILDING RESTRICTIONS, executed by MIDDLETON PLACE, LLC, a North Carolina Limited Liability Company, this 4th day of January, 2008;**

**WITNESSETH:**

**THAT WHEREAS,** Middleton Place, LLC, hereinafter referred to as "developer," is the owner of Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34, as shown on a map entitled "Final Plat, Section 3, Middleton Place, LLC, Property of Margaret Williams Lamm, recorded in Plat Book 36, Page 213, Wilson County Registry; and

**WHEREAS,** the developer desires to protect the future owners and occupants of homes and dwellings located on the aforementioned lots from the encroachment of undesirable buildings and undesirable building practices; and desires generally to preserve the aforementioned lots as an area suitable for healthful and pleasant living conditions; and

**WHEREAS,** the said developer proposes and intends by this instrument to create certain restrictions upon said lots which shall henceforth be binding upon itself, its successors and assigns, and upon future owners of said lots.

**NOW, THEREFORE,** in consideration of the premises and for the purposes herein expressed, the said developer does hereby set forth and declare the following restrictions and does covenant and agree to and with all persons, firms and corporations now or hereafter acquiring any of the aforementioned lots, that said lots are now and shall hereafter be subject to the following conditions and restrictions, to-wit:

**(1)** The Architectural Committee, as hereinafter referenced, shall be composed of Margaret W. Lamm, W. T. Lamm III, and Ellen L. Southerland. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor. The members of the Committee shall serve without compensation. In the event that questions are posed to the Architectural Committee or plans are submitted to the Architectural Committee for approval and the Architectural Committee fails to answer questions, or approve or disapprove said plans within 30 days after submission, approval will not be required and the covenant shall be deemed fully complied with.

**(2)** No lot may be further subdivided.

(3) No lot shall be used except for single family residential purposes and no business of any kind can be conducted on the premises that can create traffic or other hazards to the surrounding owners, including a horse barn for hire. Any detached garages or other outbuildings that are constructed or placed on the premises should match the primary residence as much as possible as to outward appearance.

(4) The minimum square footage of the primary residence to be built, excluding open porches and garages, shall not be less than 1,800 finished heated square feet. No building of any nature shall be located on any lot nearer to the right-of-way of any private or public road than 75 feet and no building shall be located on any lot nearer than 20 feet from any side lot line.

(5) All dwellings and permitted structures erected or placed on any lot shall be constructed of materials of good grade, quality and appearance, and all construction shall be performed in good and workmanlike manner and quality. No used structures shall be located or relocated or placed on any lot and no structures shall have an exterior constructed of concrete blocks, or asbestos, or asphalt siding. Any permitted outbuilding, including garages and storage buildings, shall be of the same material, quality, design, appearance and workmanship as the dwelling in the lot. No outbuilding shall be erected on any lot until construction of the dwelling has commenced.

(6) The exterior of each home must be of vinyl lap, masonite hardboard siding, brick, genuine log home, or other material approved by the Architectural Committee. No single or double-wide manufactured homes are permitted. Modular homes are not permitted.

(7) Fencing such as chain-link, stockade, and shadow box are allowed in the rear and side yards only. Only decorative fencing (such as split-rail or picket) is allowed in the front yard. No metal, wire, chain, concrete, chicken or hog wire fencing is allowed. "Front yard" for the purposes of this document shall be deemed to be all portions of the lot in front of the front-most portion of the residential structure, excluding entrance porches, and entrance decks. Fences may be erected from the front-most portion of the residential structure to the side lot line upon approval of the Architectural Committee.

(8) All driveways and parking areas shall be paved (concrete or asphalt) from the street to each house, except as otherwise permitted in the sole discretion of the Architectural Committee, provided that the apron from the street to the property line is paved with asphalt or concrete and is wider than the driveway.

(9) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to a neighbor or the neighborhood. No business or money making endeavor whatsoever shall be carried on or established upon any lot or any structure erected thereon, nor shall any trade materials or inventory be stored thereon. No signs shall be displayed on any lot or on the side of any buildings except to advertise for construction or sale of homes or lots in the subdivision.

(10) Swimming pools, vegetable gardens, wood storage, clothes lines, utility buildings and satellite dishes are allowed. These may be maintained in the rear yard only and screened from view from the front yard. Boats, trailers and campers are allowed. These may be maintained in the rear yard only and screened from view from the front of the house and other property owners.

(11) No pigs, hogs or goats shall be allowed on the premises, even as pets, at any time.

(12) Cats, dogs and other domestic pets are permitted on lots with a size of less than three (3) acres with a maximum of four (4) pets per lot. No vicious animals of any kind including, but not limited to, Rottweilers, Dobermans and Pit Bulls, or mixed breeds thereof, are permitted. Pets are the responsibility of the property owner, to be maintained so as to not become a nuisance. Pets should be restrained by secure fencing on the property owner's property at all times. Roaming pets are not allowed.

(13) Non-vicious and non-dangerous livestock and pets shall be allowed on lots with a size of three (3) acres or more. This includes horses, cows, ostriches, chickens, dogs and cats, but not more than ten (10) of such animals in any combination are allowed to be kept on any one lot, and the animals shall be maintained within a fence. Such animals may not be kept, bred or maintained for commercial purposes.

(14) On lots in excess of three (3) acres, owners shall be permitted to keep not more than two (2) horses for recreational purposes, provided that said horses shall be for the owner's personal use and enjoyment; however, in the sole discretion of the Architectural Committee, more than two (2) horses or ponies per lot may be permitted, based on lot size, pasture area, and the proximity to other homes.

(15) Ponds are allowed. In said pond, no reptiles of any kind may be kept and no dangerous fish placed in said pond. The pond must be kept clean in appearance at all times and no business shall be allowed (for instance, allowing the public to come in and fish for a fee).

(16) No structure of a temporary character, or any trailer, mobile home, camper, tent, basement, shack, barn, or any other outbuilding shall be erected or maintained on any lot without the prior written approval of the Architectural Committee and in the event approval is obtained, none of the above shall be used on any lot at any time as a residence, either temporarily or permanently.

(17) Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots agree not to park their automobiles, vans, trucks, boats, boat trailers, campers, recreational vehicles, trailers or other vehicles on the streets on which the aforementioned lots front.

(18) Each owner shall keep his lot (whether built upon or vacant) free of tall grass, undergrowth, dead trees, trash, rubbish, and the like, properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his lot as above provided, in the opinion of the Architectural Committee, then developer, or its successors and assigns, at its option, may have the required work done and the costs thus incurred by developer or its successors and assigns shall be paid by the lot owner.

(19) No junked or wrecked motor vehicles, including junked and/or wrecked boats, trailers, farm machinery or implements, or business trade equipment, shall be permitted on any lot at any time. In addition, no trucks in excess of two tons shall be parked on any lot in the subdivision for more than two days in any calendar year, except during the period of construction.

(20) No fuel storage tanks shall be allowed on the premises except for heating purposes. Above ground tanks, outdoor receptacles for ashes, trash, rubbish or garbage, shall be screened, fenced, or so placed and kept as not to be visible to the occupants of other lots or the users of any street in said subdivision.

(21) The exterior of all houses and other structures must be completed within twelve months after the date the construction of same shall have commenced except when such completion would result in great hardship to the owner or builder due to strikes, fires, etc. If construction of any house or other structure has been commenced but abandoned before completion, then the member or members of the Architectural Committee shall have the right to demolish the same at the expense of the property owner. It is presumed that if no substantial work has been performed on any house or other structure for a period of two years, that said house or structure has been abandoned.

(22) 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 automatically be extended for successive periods of 10 years. After the initial 25 years, an instrument signed by eighty percent (80%) of the owners of the lots can be recorded, agreeing to change said covenants in whole or in part setting forth the changes therein.

(23) In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of the aforementioned lots, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, developer, its successors and assigns, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, developer, its successors and assigns, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration of Building Restrictions, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

(24) Developer, its successors and assigns, shall not be liable to an owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Committee or the developer, its successors and assigns, whether given, granted or withheld.

(25) All conveyances hereinafter executed by owners of the aforementioned lots shall be made subject to all of the restrictions hereinbefore enumerated and such restrictions be incorporated in such deeds of conveyance by reference to this instrument, duly recorded in the Wilson County Registry.

(26) Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Middleton Place, L.L.C. has caused this instrument to be executed in its name the day and year first above written.

MIDDLETON PLACE, LLC  
a North Carolina Limited Liability Company

By: Margaret W. Lamm (SEAL)  
Margaret W. Lamm, Member

By: W. T. Lamm III (SEAL)  
W. T. Lamm III, Member

NORTH CAROLINA

WILSON COUNTY

I, Lynn Ellen Southerland, a Notary Public in and for said County and State, do hereby certify that **Margaret W. Lamm and W. T. Lamm III, Members of Middleton Place, LLC**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this 4 day of January, 2008, Lynn Ellen Southerland

My Commission Expires: Aug 3, 2008

Notary Public

Printed Name of Notary: Lynn Ellen Southerland

