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STATE OF NORTH CAROLINA
 COUNTY OF MOORE

DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 JUNIPER RIDGE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JUNIPER RIDGE SUBDIVISION (as may be amended or supplemented as set forth herein, "Declaration") is made this 5th day of December, 2014 by **Juniper Ridge Partners, LLC**, a North Carolina limited liability company, whose address is 55 Walnut Creek Rd. Pinehurst, NC 28374 (the "Declarant").

WITNESSETH:

A. Declarant is the owner and developer of certain real estate in Moore County, North Carolina, containing 58.29 acres and described in the deed recorded in Deed Book 4356, Page 573, Moore County Registry. (the "Property");

B. Declarant has developed the property into a subdivision known as "Juniper Ridge Subdivision" as shown on a plat thereof recorded in the office of the Register of Deeds of Moore County North Carolina in Plat Cabinet 16, Slide 449 (the "Subdivision"); and

C. Declarant desires to subject the Lots in the Subdivision to the Covenants, Conditions and Restrictions set forth herein:

THEREFORE, the Declarant hereby declares that all of the Lots located within the Subdivision are subject to the following easements, covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said Lots. These easements, conditions, covenants and restrictions shall run with the land and shall be binding upon the Declarant and parties acquiring any right, title or interest, in and to the Lots, and shall inure to the benefit of the Declarant and the Lot Owners, and these heirs successors and or assigns.

mailed: David Upchurch
 244 National Dr.
 Pinehurst, NC 28374

ARTICLE 1

DEFINITIONS

- 1.1 **“Development Period”** means the period commencing on the date on which this Declaration is recorded in the Moore County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a Lot in the Subdivision; (ii) the date that Declarant records a notice in the public record terminating the Development Period.
- 1.2 **“Lot”** shall mean and refer to any numbered parcel of land designated on the Plats upon which a Dwelling has been or is intended to be constructed.
- 1.3 **“Owner”** shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any Lot located within the Subdivision.
- 1.4 **“Plat” or “Plats”** shall mean and refer to the record plats of portions of the Property recorded by Declarant, as the same may be amended or supplemented by Declarant from time to time.
- 1.5 **“Subdivision”** shall mean and refer to those portions of the Property delineated on the Plat referenced herein above, and delineated on any subsequent Plats of portions of the Property, and/or delineated on recorded plats of additional properties which have been subjected to this Declaration by annexation by Declarant pursuant to the terms of this Declaration.

When applicable for the sense of this instrument, the singular should be read as including the plural and the male, female, and neuter pronouns and adjectives should be read as interchangeable.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

The Lots, Subdivision and all Dwellings thereon shall be held, transferred, sold, conveyed, leased, mortgage and occupied subject to the terms, provisions, covenants and conditions of this Declaration. Additionally Declarant shall have the following rights with respect to the property subject to this Declaration:

- 2.1 **Annexation of Additional Property.** At any time during the Development Period Declarant shall have the right, at the option of Declarant in its sole discretion, to annex additional land to the Subdivision and to this Declaration without the consent of the Owners by the recording of a plat or plats showing the annexed property and recording an amendment to this Declaration subjecting the annexed property to this Declaration by reference. Any property annexed must be part of, or contiguous to the Property. Declarant may annex one or more parcels at various times during the Development Period.

- 2.2 Amendments.** Amendments to this Declaration annexing additional property may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. Amendments to the Declaration under this paragraph shall not require the joinder or consent of Owners other than Declarant.
- 2.3 Withdrawal of Property.** Declarant reserves the right to amend this Declaration at any time during the Development Period to remove any portion of the Property from coverage by this Declaration so long as such removal does not unequivocally contradict the general scheme of development of the Lots no longer owned by the Declarant.
- 2.4 Special Declarant Rights.** Declarant reserves the following "Special Declarant Rights" for the entirety of Property, including any additions thereto, during the Development Period: (i) to complete, repair, maintain and revise any and all improvements indicated on the plats and plans; (ii) to exercise any development right reserved in this Declaration; (iii) to construct and maintain in the Subdivision sales, management or construction offices, model homes, and signs advertising the Property and any property which may be added thereto; and (iv) to revise the Plats to alter the size of any unsold Lot, or to combine, recombine or re-subdivide any unsold Lots.

ARTICLE 3

EASEMENTS

- 3.1 Easements for Lots.** Declarant grants to each Lot Owner mutual, perpetual, non-exclusive and appurtenant easements on, over and under the roads and easements shown on the Plats for
- a. access, ingress and egress
 - b. placement, maintenance, replacement and repair of any and all utilities.
- 3.2 Declarant's Easements.** Declarant reserves for itself, its successors and or assigns mutual, perpetual, non-exclusive and appurtenant easements on, over and under the roads, easements and setback areas of Lots (provided that said easements shall not materially and unreasonably interfere with the use of any dwelling located upon any Lot) shown on the Plats for:
- a. access, ingress and egress to Lots and adjoining land.
 - b. placement, maintenance, replacement and repair of any and all utilities, including street lighting. Owners shall be responsible for all fees and costs associated with operation and maintenance of street lights.

- c. grading, construction, installation and maintenance of roads, drainage facilities and erosion control facilities.
- d. placing signs, advertising, marketing and promoting sales of Lots in the Subdivision.

3.3 Declarant's Additional Easement Rights. Declarants easement rights reserved herein may be utilized and or assigned for the benefit of property within or outside of the Subdivision, including, without limitation, for any adjoining land which is not part of the Property whether said land is subject to this Declaration or not. Each Owner and/or mortgagee by acceptance of a deed or deed of trust conveying an ownership interest in a Lot, hereby irrevocably appoint Declarant, as his attorney in fact, coupled with an interest, and authorize, direct and empower such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of such Lot Owner and his mortgagee, such easements or other instruments as may be necessary to complete development and construction of the Subdivision according to the Plats and all applicable permits. The easements may be assigned and/or granted by the Declarant to any utility or service company and Declarant may subject to the Subdivision to a contract with any utility company approved by the North Carolina Utilities Commission.

3.4 Limitation on Easement Rights. All of the easement rights granted herein shall be subject the following limitations: Declarant shall have the right to contract with Utility providers for exclusive rights to provide utilities within the Subdivision and easement rights shall not be exercised by any Lot owner to install similar utilities for or on behalf of other providers. All use of easements rights shall be subject to all applicable laws, and shall be done with all applicable permits. Any party exercising easement rights shall be responsible to re-pave and re- landscape any disturbed areas and repair any other damage caused by the use. No use of the easements may be made which impairs, restricts or otherwise interferes with existing uses of easements by Declarant or other Lot Owners.

ARTICLE 4

USE RESTRICTIONS

4.1 Land Use. Except for those specific uses set forth in this Section the Lots shall be used for residential purposes only and shall not be used for any agricultural, business or commercial purposes. The follow uses shall not be a violation of this restriction:

- a. Maintenance of construction, sales and management offices, model homes, and other construction and sales activities of the Declarant or its assigns.
- b. Use of a Lot for a home occupation which complies with all applicable municipal zoning and other ordinances and regulations, and which does

involve the physical presence of customers, employees, inventory of goods or the shipping, receiving or delivery of goods to or from the Lot.

- c. Declarant, and Declarant's successors in title, may devote any Lot or portion thereof not already sold for any construction to provide the Subdivision with utilities, drainage or erosion control facilities; and Declarant, and Declarant's successors in title, may devote any Lot or portion thereof not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining property hereafter acquired, by Declarant.

- 4.2 Building Type.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed three stories in height and a private garage for not more than three cars and other outbuildings incidental to the residential use of the Lot. Outbuildings shall be of the same quality, workmanship and material as the principal dwelling structure and will be erected and placed to the rear of the dwelling structure on the Lot. No mobile homes, manufactured homes or other non-site-built homes or outbuildings shall be placed or permitted to remain on any Lot.
- 4.3 Set Back Requirements.** Dwellings, garages and other outbuildings shall be located not less than thirty five (35) feet from the right-of-way line of the Lot which the front of the dwelling house faces, not less than fifteen (15) feet from either side Lot line and not less than thirty (30) feet from the rear Lot line. If building setback lines are shown on the Plats, those set back lines shall control in the case of any contradiction with the setbacks in this Declaration. For the purpose of this covenant, eaves, steps and overhangs shall not be considered as a part of the dwelling house or outbuildings.
- 4.4 Minimum Size of Each Dwelling House.** No dwelling shall be constructed on a Lot which shall have less than 2000 square feet of heated living space, of which not less than 1000 square feet of heated living space is on the ground floor level. Heated living space shall be calculated pursuant to the standards of measurement for dimensional requirements in the municipal zoning ordinance governing the Subdivision.
- 4.5 Driveways.** All driveways shall be constructed of concrete.
- 4.6 Landscaping.** All Lots will be properly graded and sodded in the front yard up to the front line of the house and with shrubbery and bedding materials. The side and rear yards may be seeded. Lot Owners shall be responsible for maintaining ground cover, swales, berms, ditches and other landscape and hardscape features to prevent soil erosion.
- 4.7 Temporary Structures.** No trailer, tent, shack, carport, shed or other temporary or non site built structure shall be placed, erected or allowed to remain on a Lot without the written consent of the Declarant. No RV, camper, trailer or

structure of a temporary character may be used as a residence temporarily, permanently, or otherwise.

- 4.8 Restricted Activities.** No commercial, noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- 4.9 Animals.** No undomesticated animals, livestock or exotic pets shall be permitted on any Lot. Only common, domesticated dogs, cats, and pet birds in reasonable numbers owned as pets for pleasure of the occupants, and not for breeding or commercial use, shall be permitted. All pet enclosures and shelters shall comply with the fence and outbuilding requirements of this Declaration.
- 4.10 Vehicles.** Lawn tractors, boats, ATVs and other small recreation vehicles, golf carts, and non-operable motor vehicles shall not be permitted on any Lot unless completely enclosed inside a garage with closed door. Other than one pick-up truck or passenger van, there shall be no commercial trucks, delivery vans or tractor trailers permitted to be parked in the Subdivision, except in the course of delivery, pickup or performing a specific service on a Lot, and in no event shall any such commercial vehicle be parked in the Subdivision overnight. No camper, motor home, travel trailer, boat or other recreations vehicle shall be stored outside of the closed garage on any Lot.
- 4.11 Fences.** In no case shall any fence be erected which shall extend closer to the street than the rear corner of a dwelling house. All fence materials shall consist of exterior grade Lumber or vinyl not to exceed six (6) feet in height. All wood posts will be set in concrete. No chain link fences are permitted. Notwithstanding the foregoing, deviations from these requirements may be permitted with the prior written consent of the Declarant.
- 4.12 Exterior Alterations.** No exterior alterations, additions, or changes of any kind may be made to the structure or design of an existing dwelling house and improvements on the Property during the Development period without the written consent of the Declarant.
- 4.13 Mailboxes.** A mailbox style to be determined by the Declarant, in its sole discretion, shall be required for each single-family dwelling house and shall be placed in a uniform location meeting applicable regulations.
- 4.14 Satellite Dishes, TV and Radio Antennas or Towers.** No TV, radio antenna, tower or satellite dish larger than 24 inches in width or diameter or 36 inches in height shall be placed or allowed to remain on the Property. No permitted antenna or satellite dishes shall be installed in such a manner or location so as to be visible from the front of any Lot.
- 4.15 Clothes Lines.** No outside clotheslines shall be permitted on the Property.

- 4.16 Signs.** No signs or billboards of any kind or nature whatsoever shall be placed on the Property except as specifically authorized by this Declaration. Notwithstanding the foregoing, Declarant's signs identifying and promoting the subdivision shall be permitted on the Property; and 1 "For Sale" or "For Rent" sign not larger than six (6) square feet in area may be placed on a Lot.
- 4.17 Roads.** The roads shown on the Plats shall not be used for any purpose other than ingress and egress, placement of one mailbox and sidewalks for each Lot. Any shrubbery, edging, fencing, rocks, basketball goals or other objects placed in a right-of-way (including but not limited to the area between the front corners of a Lot and the actual pavement in the street) may be removed by the Declarant at Owner's expense without notice. Any trucks or other commercial vehicles left in a right-of-way overnight may be removed without notice and any towing charges shall be the responsibility of the owner or operator of such vehicle.
- 4.18 Partition or Re-Subdivision.** With the exception of Lots re-platted pursuant to Declarant's Special Development rights, no Lot in the subdivision shall be subdivided or re-platted to create additional Lots or reduce the size of any Lot. Subject to written and recorded approval of Declarant during the Development Period, two or more lots may be recombined to create an equal or lesser number of Lots, but in no event shall any Lot created by said recombination be smaller in area, width along the road frontage, and average depth from road to rear lot line than the Lot on the original Plats having the smallest measurements for said dimensions.
- 4.19 Use of Block Materials.** No dwelling house or other structure using exposed cement block wall shall be placed upon a Lot. Block foundations shall be faced in brick or covered with mortar parging or stucco to cover block.
- 4.20 Trash/Construction Debris Disposal.** During construction of any single family dwelling on a Lot, each such Lot Owner shall maintain a trash bin for the accumulation of all construction debris, trash, garbage, or other rubbish. All such construction debris, trash, garbage, and other rubbish shall be promptly and regularly deposited in said trash bin and removed from the Lot. Declarant shall have the right to dispose of any trash, garbage, or other rubbish of a Lot Owner in violation of this Section and such Lot Owner shall reimburse the Declarant for its actual costs within ten (10) days of written demand therefore. If such Lot Owner fails to pay such amount within the allotted time, then the amount owed shall be a charge on the Lot and shall be a continuing lien upon the Lot. Such amount, together with interest at the legal rate, costs and reasonable attorney's fees, shall also be the personal obligation of the Lot Owner at the time when the obligation fell due. The Declarant may bring an action at law against the Owner obligated to pay the same, or foreclose the lien against the Lot. No Owner of any Lot may waive or otherwise escape liability for such obligation by abandonment of its Lot. Any such lien shall be subordinate to the lien of any first mortgage.

ARTICLE 5

GENERAL PROVISIONS

- 5.1 Term and Amendment.** The covenants and restrictions imposed by this Declaration shall run with the land for a term of 20 years from the date of recording and shall automatically renew for successive terms of 10 years each unless terminated by a recorded instrument executed by not less than 66% of the Lot Owners. Notwithstanding anything contained herein, this Declaration may be amended by the Declarant during the Development Period, or thereafter, by a recorded instrument executed by not less than 66% of the Lot Owners.
- 5.2 Enforcement.** In addition to specific remedies set forth herein, the Declarant or any Lot Owner may enforce this Declaration by proceedings at law or equity against any person violating any covenant, condition or restriction to restrain or enjoin violation or to recover damages, and if a violation is established by said proceeding the enforcing party shall be entitled to also recover all reasonable court cost and attorney fees incurred in the enforcement.
- 5.3 Severability.** Invalidation of any one of these covenants, conditions or restriction by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.
- 5.4 Conflict with Laws.** To the extent the provisions of this Declaration conflict with any applicable governmental statute, ordinance or regulation the governmental provision shall control over the terms of this Declaration.

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In witness whereof, Declarant has caused this instrument to be executed by its duly authorized Manager this the day and year first above written.

JUNIPER RIDGE PARTNERS, LLC

By: David T. Upchurch
David T. Upchurch, Manager

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I certify that the following person(s) appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: **David T. Upchurch, Manager of Juniper Ridge Partners, LLC.**

This ^{5th} day of December, 2014 .

Paul B. Trevarrow
By: _____, Notary Public

My commission expires: 12-12-2014

NOTARY SEAL

