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J. LEE WARREN JR.  
REGISTER OF DEEDS  
CUMBERLAND CO., N.C.

NORTH CAROLINA  
CUMBERLAND COUNTY

RESTRICTIVE COVENANTS  
STONEGATE SUBDIVISION

Prepared by and mail to: CRA Home Builders, Inc. P.O. Box 53646, Fayetteville, NC 28305

KNOW ALL MEN BY THESE PRESENTS THAT:

That CRA Home Builders, Inc., a North Carolina Corporation with its principal office or place of business in the City of Fayetteville, County of Cumberland, State of North Carolina, does hereby covenant and agree to and with all person, firms and corporations now owning or hereafter acquiring any of those certain lots as shown in SECTION ONE", of that certain plat of STONEGATE, which plat is duly recorded in the Office of the Register of Deeds for Cumberland County, in Book of Plats 113, page 172, that said lots are hereby subjected to the following restrictions as to the use thereof, and are covenants running with said property by whomsoever owned, to wit:

ARTICLE I

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve as far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper set-back from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

ARTICLE III

PLAN APPROVAL: No homes or other construction, building, fence, wall, pool deck, porch or other structure shall be commenced, placed, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration to the exterior or interior be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Developer or its assigns. Approval shall also be required for site plan, driveway composition (minimum concrete), landscaping plans, mail box designs, exterior colors, and roof. In the event the Developer, or its assigns, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Developer must stamp and sign each plan submitted prior to beginning construction.

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ARTICLE IV

**SQUARE FOOTAGE AND COST:** No dwelling shall be permitted on any lot at a cost of less than EIGHTY THOUSAND DOLLARS (\$80,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The total heated space for dwelling units on all lots shall not be less than 1300 square feet.

ARTICLE V

**BUILDING LOCATION:** The building line of any dwelling house or the buildings appurtenant thereto constructed on any of said lots, other than corner lots, shall not be less than thirty (30) feet from the street line on which the dwelling house fronts; not less than five (5) feet from either side line; and not less than thirty (30) feet from the rear property line with the exception that the building line establishing any side and rear yard adjacent to the external boundaries of this subdivision shall provide side and rear yard set backs adjacent to the external boundary which shall meet the applicable side and rear yard requirements of the R-10 Residential District as set forth in the Fayetteville Zoning Ordinance. With respect to corner lots, the building line of any dwelling house on the buildings appurtenant thereto shall be as follows:

- a. The building line shall be not less than thirty (30) feet from the street on which the dwelling house fronts and not less than thirty (30) feet from the side street, and not less than five (5) feet from the interior side line and not less than fifteen (15) feet from the rear property line; or
- b. The building line shall be not less than thirty (30) feet from the street on which the dwelling house fronts, and the provisions of Section 32-53 of the Fayetteville Zoning Ordinance shall be complied with in determining the set back from the side street property line and the required rear yard.

The provisions of this Article VI may be changed and modified with respect to any one or more lots so as to make the provisions less restrictive by (a) the change being waived or approved by the City of Fayetteville through its required administrative procedures, and (b) the change being approved by a written recorded instrument signed by all of the owners of all involved lots and the majority of the owners of the lots to both sides within one hundred (100) feet of any involved lot and the lots across the street within one hundred (100) feet of the center of any involved lot projected directly across the street; and/or (c) while the parties of the first part continue to own an interest in any lot in the subdivision by the change being approved by the written consent of the parties of the first part.

ARTICLE VI

**GARAGES AND ACCESSORY STRUCTURES:** The side line restriction above shall not apply to detached garages or other accessory structures located within the rear one-fourth of the property. The building line of such detached structures shall not be less than five (5) feet from a side line and not less than five (5) feet from the rear line. On corner lots, such detached structures must be located upon the rear interior one-quarter of said corner "lot" or be subject to the side line restrictions a set forth in Article VI.

ARTICLE VII

**EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on recorded plats, in which case the plats shall control. 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 change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained

continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VIII

**NUISANCES:** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet to advertise the property during the construction and sales period. No trade materials or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, and antique show or gift shop, shall be carried on upon any lot.

ARTICLE IX

**TEMPORARY STRUCTURES:** No trailer, tent, shack, barn or other out building shall be erected or placed on any lot covered by these covenants without the written consent of the developer or its assigns. No detached garage or other structure shall at any time be used for human habitation temporarily or permanently. Any trailer, boat, camper or other such facility shall be stored in the rear yard only.

ARTICLE X

**ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and not more than three animals of any species shall be kept on the premises.

ARTICLE XI

**TRASH:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash containers shall be stored in such manner that they will not be visible from the street except when placed for pick-up.

ARTICLE XII

**PARKING:** 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 shall not be permitted to park their automobiles on the streets in the development. No automobile or motor vehicle may be dismantled or repaired on said property; no mechanically defective automobile, motor vehicle, mechanical device, defective automobile, motor vehicle, mechanical device, machine, machinery or junk car, shall be placed or allowed to remain on said property at any time and not more than three vehicles shall be customarily parked on the premises.

ARTICLE XIII

**FENCES:** No fence measuring more than 48 inches from the ground shall be erected or allowed to remain upon any building lot. A chain link fence measuring no more than 48 inches from the ground may be erected in the area between the rear of the house and the rear property line. In no case, however, shall such fence be erected which extends closer to a street than a rear corner of the house. Other type fencing may be used or other areas may be enclosed only with the written approval of the Developer or its assigns.

ARTICLE XIV

**RED-COCKADED WOODPECKER:** Stonegate subdivision lies in the foraging area of a red-cockaded woodpecker colony. Every owner shall follow the guidelines of the U. S. Forestry Service and protect this foraging area. Mature longleaf pine trees in excess of eight inches in diameter shall not be removed and landscaping shall be done using plant species native to the Sandhills ecosystem.

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ARTICLE XV

**APPLICABLE LAWS:** It is the intention of these Declarants and it is understood that as of the date of these Restrictive Covenants, that there shall be no properties, as defined herein, under common ownership as to require compliance with Section 27-10 (j) (6) & (7) of the Fayetteville City Code. However, in the event that land should become held in common in the future, so as to require compliance with said sections of the Fayetteville City Code, the Developer will submit the appropriate document for review as required therein before any more lots are sold. Also, the provisions of Section 27-0 10 (J) (10) of the Fayetteville City Code are incorporated by reference as if full set out herein.

ARTICLE XVI

**ENFORCEMENT:** Enforcement shall be 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.

**THESE COVENANTS** shall run with the land and shall be binding on all parties and persons claiming under them until March 21, 2025, at which time said covenants shall be automatically extended for successive periods of twenty years unless by vote of a majority for the owners of the lots, it is agreed to change said covenant in whole or in part.

If the party hereto, its successors or assign, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenant, and either to prevent him or them from so doing or to recover damages as other dues for such violation.

**INVALIDATION** of any of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

**IN TESTIMONY WHEREOF**, CRA HOME BUILDERS, INC., has caused this instrument to be signed and in its name, by its President, all by proper authority duly granted by it Board of Directors, this the 21st day of March, 2005.

CRA HOME BUILDERS, INC.

BY: George H. Armstrong  
President

STATE OF NORTH CAROLINA

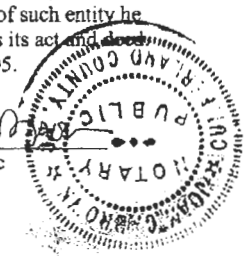
COUNTY OF CUMBERLAND

I, Jean C. Brown, the undersigned Notary Public of the County and State aforesaid, hereby certify that George H. Armstrong personally came before me this day and acknowledged that he is the President of CRA Home Builders, Inc. a North Carolina Corporation and that by authority duly given and as the act of such entity he signed the foregoing instrument in writing in its name on its behalf as its act and deed.

WITNESS my hand and Notarial Seal this 21st day of March, 2005.

My Commission Expires: 9-13-05

Jean C. Brown  
Notary Public



The foregoing Certificate(s) of Jean C. Brown

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By J. Lee Warren, Jr. REGISTER OF DEEDS FOR CUMBERLAND COUNTY, Deputy/Assistant - Register of Deeds