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WILKES COUNTY NC  
09/30/98 11:15 AM  
RICHARD L. WOODRUFF  
Register Of Deeds

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Book Page  
0803 0524

NORTH CAROLINA )

WILKES COUNTY )

By: ) BC ROAD MAINTENANCE DECLARATION

THIS ROAD MAINTENANCE DECLARATION is made by Mike R. Neaves, of Surry County, North Carolina;

**WITNESSETH:**

THAT WHEREAS, the Declarant has undertaken to develop a certain subdivision located in Wilkes County, North Carolina, which is to be known as **SWAN CREEK LANDING SUBDIVISION SECTION 2** as appears on a plat recorded in Plat Book 9 at Page 275, Wilkes County Registry.

AND WHEREAS, the Declarant is the owners of lots which are to be sold; being the land conveyed to the Declarant by deed recorded in Book 794, Page 571, Wilkes County Registry;

AND WHEREAS, the Declarant desires that arrangements be made for the continued maintenance and upkeep of the streets and roadways in said subdivision, which are now private drives;

AND WHEREAS, the Declarant will indicate to each of the prospective purchasers at the time of their purchase of said lots that there are no immediate plans for said streets and roadways to be anything other than private streets and highways;

AND WHEREAS, each of the parties agree that it would be to their mutual interest to secure an agreement for the continued private maintenance of said roads, in light of the fact that it is anticipated there will be a time when the Declarant no longer owns any part of the subdivision.

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom and in consideration of the premises, the Declarant provides as follows:

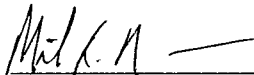
1. Any private road or street in the subdivision is and shall be established for the benefit of each of the prospective purchasers and for the benefit of subsequent purchasers of said land.
2. Maintenance of the said roads and streets in the subdivision shall be the mutual responsibility of each of the property owners in the subdivision.
3. Each property owner shall pay 1/15th of the costs for maintenance, improvements and repair of the private streets and roadways in the subdivision.
4. Each purchaser shall, within thirty (30) days of purchasing a lot in said subdivision, deposit in the Roadway Maintenance Account established by the Declarant, the sum of One Hundred (\$100.00) Dollars for maintenance and snow removal. An annual meeting of the

landowners shall take place in the month of November of each year, to discuss maintenance and repairs of said roads. At the initial meeting of the landowners, the Declarant shall turn over to the chairperson of the meeting the balance of the funds in the Roadway Maintenance Account. All decisions regarding the maintenance, repair, and improvements of the road shall be made by the meeting of the landowners upon ten (10) days written notice being given to the landowners. Such meeting may be called by any landowner. All such meetings shall be held in Wilkes County, North Carolina. Two-thirds of the landowners in the subdivision must be represented to constitute a quorum of the landowners for the purposes of such a meeting. Any business transacted at the meeting must be approved by a majority of the lot owners present to be effective. In the event the landowners organize into a property owners' association with its bylaws and charter, then it is agreed that the landowners' association may amend or replace this provision, as it sees fit.

5. The prorated share of costs for maintenance shall constitute a lien on each landowner's lot or lots, if not paid within sixty (60) days after such assessment has been made. Any other landowner may enforce the lien created hereby by the procedures set out in Chapter 44A of the General Statutes of North Carolina. The landowners may vote to provide notices to those landowners who were not in attendance at any meeting.

6. This agreement shall be binding on all the owners of lots adjoining said roadways or streets, including the parties hereto, their successors and assigns, or their executors, administrators, or personal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.

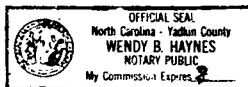
  
\_\_\_\_\_  
Mike R. Neaves (SEAL)

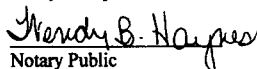
NORTH CAROLINA

SURRY COUNTY

I, Notary Public of said County and State do hereby certify that Mike R. Neaves personally appeared before me and acknowledged the due execution of this Road Maintenance Agreement.

Witness my hand and notarial seal, this the 30<sup>th</sup> day of September, 1998.



  
Notary Public

My Commission Expires:  
August 2, 1999

James Shannon Gilley, prospective buyer(s) of Lot 1 of Swan Creek Landing, Section 2, hereby agree(s) to and accept(s) the conditions of the Declaration as set out above.

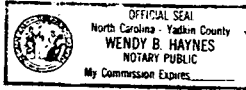
James Shannon Gilley (SEAL)  
James Shannon Gilley

NORTH CAROLINA

SURRY COUNTY

I, a Notary Public of said County and State do hereby certify that James Shannon Gilley personally appeared before me this day and acknowledged the execution of the foregoing Road Maintenance Agreement.

Witness my hand and notarial seal, this the 30th day of September, 1998.



Wendy B. Haynes  
Notary Public

My Commission Expires:

August 2, 1999

NORTH CAROLINA WILKES COUNTY  
The foregoing certificate of Wendy B. Haynes  
is certified to be correct  
By Richard L. Woodruff  
Richard L. Woodruff, Register of Deeds  
By Richard L. Woodruff  
Register of Deeds

011011

NORTH CAROLINA  
WILKES COUNTY

Book Page  
0803 0198

FILED  
WILKES COUNTY NC  
09/23/98 9:26 AM  
ARTHUR L. WOODRUFF  
Register of Deeds  
By: [Signature] Deputy

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
SWAN CREEK LANDING, SECTION 1

THIS DECLARATION, made this the 11 day of August 1998, by Michael R. Neaves, hereinafter called declarants;

WITNESSETH:

That whereas, Michael R. Neaves, is the owner of certain real estate in New Castle Township, Wilkes County, North Carolina, and being the lands shown on a plat entitled "Swan Creek Landing, Section 1" recorded in Plat Book 9, Page 285 in the office of the Register of Deeds of Wilkes County, and they being desirous of subjecting all of the property owned by them on the plat to the restrictions, covenants, reservations, provisions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners of lots or tracts of land shown on plat of "Swan Creek Landing, Section 1". That the said covenants and restrictions shall run with the land and pass with said property and each parcel thereof, and shall apply to and bind the successors in interest and owners thereof.

That for and in consideration of the mutual covenants existing or hereafter to exist, by and between the declarants herein and the grantee or grantees of sites or lots lying within the boundary of the plat "Swan Creek Landing, Section 1", the declarants hereby adopt and place the following restrictions upon any and all sites and lots within such boundary.

Article 1. No lot shall be used except for residential purposes.

Article 2. No dwelling shall be erected on any lot unless the main body of the structure, exclusive of porches, terraces, basement, breezeways, and garage or carport, contains 900 or more square feet of floor space inside measurement. Modular homes and double wide trailers are inclusive in the article.

- Article 3. No structure of temporary character, single wide trailer, camper, or other such structures shall be used on any lot at any time as a residence, either temporarily or permanently, excluding modular homes.
- Article 4. No lot shall be used for any kind of commercial establishment.
- Article 5. All water, sewer and septic tanks shall comply with all governmental regulations applying in the area.
- Article 6. All driveway accesses are to have culverts that meet state specifications.
- Article 7. The above restrictions, conditions, and stipulations are each for the protection and general welfare of the property, and shall be covenants running with the land and shall be binding on all parties hereto and all parties claiming under them for a period of 25 years, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- Article 8. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violation or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages there for.
- Article 9. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Michael R. Neaves, have hereunto set their hands and seals, the day and year first above written.

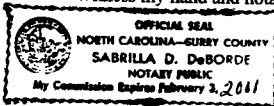
  
Michael R. Neaves (SEAL)

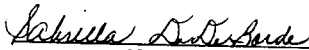
NORTH CAROLINA

SURRY COUNTY

I, the undersigned Notary Public, do hereby certify that Michael R. Neaves, personally appeared before me and acknowledged the execution of the foregoing declaration of Protective Covenants.

Witness my hand and notarial stamp or seal, this the 11th day of August, 1998.



  
Notary Public

My Commission Expires:

February 3, 2001

NORTH CAROLINA WILKES COUNTY  
This document is a duplicate of   
 is certified to be correct  
Richard L. DeBorde by   
Register of Deeds Deputy-Asst Register of Deeds