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NORTH CAROLINA

AMENDED

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
RIVER DEW SUBDIVISION**

NASH COUNTY

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, executed this 19<sup>th</sup> day of September, 2020, by River Dew Corporation, a NC corporation (hereinafter "Developer"); and Robert A. Dew, Shirley W. Dew, Joseph Glenn Dew and Sharon K. Dew, Brady Scott Asher and Stephanie Asher, Russell Deans and Patricia Deans, Robert D. Kornegay III and Michelle Kornegay, Dennison Dew and Amber Dew, Joseph Thomas and Holly Thomas, Christian M. Peeler and Shannon Peeler, Michael A. Clanton and Denise Clanton and Matt Baldwin Homes, LLC, Lot Owners.

WITNESSETH:

WHEREAS, Developer and Lot Owners are the owners of that certain real estate development known as "Final Plat, River Dew" as shown on a map thereof recorded in Plat Book 34, Page 70 and 71, Nash County Registry; and

WHEREAS, Developer and Lot Owners desire to protect the owners of lots in said development from undesirable conditions by imposing standards to insure the orderly development of said lots, to regulate the quality and appearance of the improvements constructed thereon, to preserve and maintain said development as an attractive residential community, and to secure to each owner the quiet enjoyment of his property;

WHEREAS, Developer and Lot Owners, jointly propose and do intend by this instrument to create certain covenants, conditions and restrictions upon Lots as shown on said plat; which shall henceforth be binding upon itself, its successors and assigns, and upon current and future owners of lots and property as shown on the map referred to above.

NOW, THEREFORE, in consideration of the premises and for the purposes herein expressed, Developer and Lot Owners hereby set forth and declare the following restrictions and does covenant and agree to and with all persons and entities now or hereafter acquiring Lots as shown on the map referred to above, that said lots are now and shall hereafter be subject to the following covenants, conditions and restrictions:

ARTICLE I  
RESTRICTIONS

(1) There shall be an Architectural Committee composed of three members initially appointed by Developer and a majority of the Committee may thereafter designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Committee, Developer shall have the authority to appoint a successor, and if Developer fails to act, then the remaining members shall have the authority to designate a successor. The members of the Committee shall serve without compensation. The initial members of the Architectural Committee are Robert A. Dew, Shirley W. Dew, Robert W. Dew, Stanley A. Dew and J. Glenn Dew.

No building, deck, terrace, patio, driveway, parking area, fence, wall, antenna, mailbox, outside lighting, entrance marker or pillar, or other improvement shall be erected, placed or altered on any lot until the construction plans, use, specifications, exterior color and finish, exterior materials, plot plans showing the location of any such improvement, and construction schedule shall have been approved by the Architectural Committee, its successors and assigns. Each such improvement shall be placed on a lot only in accordance with plans and specifications and plot plans so approved. Approval or disapproval by the Architectural Committee may be based upon any grounds, including purely subjective aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Committee, shall be deemed sufficient. No alterations in the exterior appearance of any building or structure, or any of the aforementioned items, shall be made without like approval by the Architectural Committee.

The Committee's approval or disapproval shall be in writing. In the event that the Committee, or its designated representative, fails to render a decision within thirty (30) days after plans and specifications have been submitted to it, then approval will not be required and this covenant shall be deemed to have been fully complied with.

One copy of all plans and related data shall be furnished to the Architectural Committee for their records and shall not be returnable.

(2) All Lots shown on the plat referred to above shall be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling, stick-built, on site, which shall include an attached enclosed private garage or a detached private garage, if approved by the Architectural Committee, for not more than three cars, and other accessory outbuildings incidental to residential use. No dwelling shall exceed two and one-half stories in height, except with the written approval of the architectural committee. No mobile, manufactured, or modular home shall be permitted.

(3) All dwellings and structures permitted or placed on any lot shall be constructed of materials of good grade, quality and appearance, and all construction shall be performed in a 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 materials other than brick, stone, wood, hardiplank, vinyl, or other material approved by the Architectural Committee, or any combination thereof. Any permitted outbuildings shall be of the same material, quality, design, appearance and workmanship as the dwelling on the lot and shall be enclosed by walls and doors. No outbuilding shall be erected on any lot until construction of the dwelling has commenced.

(4) The heated living area of homes built on lots in this subdivision, exclusive of basements, open porches and garages, shall not be less than 2200 square feet and the heated living area of the ground floor of homes of

more than one story shall not be less than 1,800 square feet. The Review Committee reserves the right to increase or decrease these requirements by an amount up to 10%.

(5) No dwelling or other structure shall be erected or permitted on any lot closer to any lot line than the minimum building setback lines as shown on the recorded plat of this subdivision. The Architectural Committee shall have the right and power to waive a violation of these setback requirements provided that the violation is not more than 15% of the required setback and further provided that such waiver shall be in writing and recorded in the Nash County Registry. No owner of any lot shall have the right to proceed at law or equity to enforce compliance with these setback requirements with respect to a setback violation of not more than 15% which has been waived as set forth above.

(6) The exterior of all houses and other structures must be completed within (1) year after the construction of same shall have commenced, except where such construction is impossible or would result in great hardship to the owner or the contractor due to strikes, fires, natural emergency or calamities. Also, construction must begin within (12) months after lot is purchased. If builder/lot owner requires more than (12) months to begin construction permission must be obtained from the Architectural Committee. During the construction of any improvements on any lot, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

(7) No fencing shall be erected on any lot unless the materials, appearance, and location have been approved in advance by the Architectural Committee.

(8) No above-ground swimming pools shall be erected or maintained on any of the lots.

(9) No signs (excluding typical builder identification signs or "For Sale" signs) shall be erected or maintained on any lot with the exception of signs and markers to designate the property address, which signs shall be approved in advance by the Architectural Committee.

(10) No boats, boat trailers, recreational vehicles, or campers may be stored or regularly parked on the lots unless they are screened from view from the street and from any adjoining lot and stored in an area approved in advance by the Architectural Committee.

(11) No school buses, tractors, farm machinery, farm implements, construction machinery or equipment shall be stored or parked on any lot, nor shall any trucks or vans, except trucks with gross vehicle weight of 10,000 pounds or less may be stored or parked on a lot.

(12) No business activity, profession, trade, craft or other activity requiring client or customer traffic on the lot shall be carried on upon any lot except development and promotional activity by Developer and construction and improvements as permitted in the Declaration of Covenants, Conditions, and Restrictions. No trade materials, business equipment or inventory shall be stored or maintained upon any lot in the subdivision except for use in the construction of houses on the various lots. Specifically allowed are businesses limited to the use of Internet and related telephone and computer services where there is no regular activity on the lot for clients and customers.

(13) No antenna or satellite dish for the reception of television or radio signals shall be installed, erected or maintained upon any lot unless the location and appearance thereof have been approved in advance by the Architectural Committee. The Architectural Committee will not unreasonably withhold its approval if the antenna or dish is reasonably screened from view.

(14) All pet pens, pet yards and pet houses, containers for the storage of trash, yard waste or recyclables, tanks or containers for the storage of wood, coal, oil, gas and other fuels, clothes racks and clotheslines, heating and cooling equipment, well pumps, mechanical equipment, and other structures or objects determined by the Architectural Committee to be of an unsightly nature or appearance, shall be screened from view from the street and from any adjoining lot.

(15) All driveways and parking areas shall be paved with concrete or asphalt from the street to each house, except as otherwise permitted in the sole discretion of the Architectural Committee. The Architectural Committee shall have the right to specify the location of any driveway/curb cuts and shall further have the right, with respect to any lot which adjoins a street or highway which is not part of this subdivision, to prohibit direct access to said street or highway and to limit access to subdivision streets only.

(16) Any and all of the lots shown on the map referred to above may be rearranged in the future by the owners thereof. The term "lot" as used herein, shall refer not only to lots as laid out on the map referred to herein, but also to any rearranged lot as provided for in this paragraph; and the words "lot line" as used herein shall refer not only to the original lot lines on the map but to any new lot lines created by any rearrangement of any existing lot, said new lot lines to be deemed to replace the platted lines of said lot. However, said rearrangement shall not increase the total number of lots as shown on the map referred to above. No lot shall be used to provide access from this subdivision to any adjoining property.

(17) No obnoxious 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.

(18) No structure of a temporary character nor any camper, trailer, mobile or manufactured home, tent, or any other outbuilding shall be erected or maintained on any lot to be used at any time as a residence either temporarily or permanently.

(19) No animals, livestock, swine, 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 commercial purposes, and further provided-that no more than three animals of any type shall be kept on any lot. Any animals permitted to be kept under this paragraph shall be confined to the lot and shall not be allowed to run free or to become a nuisance to the neighborhood.

(20) Adequate off-street parking shall be provided by the owner of each lot, and owners of lots agree to park their automobiles, vans, trucks, boats, boat trailers, campers, recreational vehicles, trailers or other vehicles in such off street parking areas and not on the streets of this subdivision. This restriction shall not apply to overflow parking for guests, provided such overflow parking is both temporary and infrequent.

(21) Each owner shall keep his lot free of tall grass, undergrowth, dead trees, trash, unused or abandoned vehicles, machinery and equipment, and further shall keep his lot properly landscaped and maintained so as to present a pleasing appearance. If, in the-opinion of the Architectural Committee, an owner does not properly maintain his lot as provided above, then the Architectural Committee may have the required work done and the costs thus incurred shall be paid by the lot owner.

(22) Until such time as municipal or other governmental garbage collection is available, all owners of property subject to these restrictions shall be required to remove or cause to be removed all trash, refuse, debris and garbage from the lots in this subdivision no less than one time per week. Containers for the collection and removal of garbage, trash and other like household refuse shall be kept and maintained in a

reasonable, sanitary, unoffensive and aesthetically pleasing manner and location and shall be screened from view of the street and from adjoining lots.

(23) Any dwelling or improvement on any lot which is destroyed in whole or in part by fire or other casualty must be rebuilt forthwith, or all debris removed and the lot restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain on such lot longer than 120 days from the date of the fire or other casualty.

(24) Easements and rights-of-way over and upon each lot for drainage and the installation and maintenance of utilities and services as shown and/or noted or referred to on said recorded plat are reserved exclusively to Developer for such purposes as Developer may deem incidental and appropriate to its overall development plan, such easements and rights-of-way being shown or noted on the recorded plat of the subdivision, which plat is incorporated by reference and made a part hereof for a more particular description of such easements and rights-of-way. The easements and right-of-way areas reserved by Developer on each lot pursuant hereto shall be maintained continuously by the owner of said respective lot but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water, or which pay damage or interfere with established slope ratios or create erosion problems. Improvements within such areas also shall be maintained by the respective owner except those for which a public authority or utility company is responsible. In addition, Developer reserves the right to subject Lots 1 & 3 as shown on plat referred to above to an easement for the purpose of constructing, maintaining, repairing and replacing a subdivision entrance sign, said easement to be located at the intersection of NC Hwy 1950 and Sportsman Road and to be more specifically defined in the deeds conveying Lots 1 and 3.

(25) In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, Developer, the Architectural Committee, or the owners of a lot in this subdivision, 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 addition to the foregoing, Developer, its successors and assigns, or the Architectural Committee, 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.

(26) Developer and/or the Architectural Committee may in their discretion allow reasonable variances and adjustments of these restrictions, including but not limited to adjustments or variances of restrictions regarding setbacks or minimum square footage, in order to alleviate practical difficulties and undue hardships in their enforcement and operation. Any such variances shall be set forth in writing and shall be recorded in the Nash County Registry.

(27) 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 any 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 Developer, its successors and assigns, whether given, granted or withheld.

ARTICLE II  
GENERAL PROVISIONS

(1) Developer, its successors and assigns, retains the right, without the joinder of any other party, to make any amendments to these building restrictions required by any Federal agency to qualify the lots and any improvements thereon for loans approved, underwritten or guaranteed by the Federal Housing Authority, the Veterans Administration, Federal National Mortgage Association, or the Department of Housing and Urban Development.

(2) The covenants, conditions and restrictions of these Declarations shall run with the land, shall be binding on all parties owning a lot in this subdivision and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Developer or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date these Declarations are recorded, after which time, these Declarations shall automatically be extended for successive periods of ten (10) years.

The covenants, conditions and restrictions of these declarations can be amended by a vote of the owners of two-thirds of the lots in the subdivision.

(3) All conveyances hereinafter executed by owners of lots in this subdivision shall be made subject to all of the restrictions set forth herein and such restrictions shall be incorporated in such deeds of conveyance by reference to this instrument duly recorded in the Nash County Registry.

(4) In the case of failure of a lot owner to comply with the terms and provisions contained in this Declaration, the following relief shall be available:

(A) The Developer, the Architectural Committee or an aggrieved lot owner within the subdivision on his own behalf or on behalf of all the lot owners within the subdivision, shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

(B) The remedies provided by this Article are cumulative and are in addition to any other remedies provided by law.

(C) The failure of any person or entity to enforce any restriction contained in this Declaration shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

(5) A homeowner's association shall be established to promote and develop the common good and social welfare of the residents of the subdivision. The association shall maintain the street lights, and road islands and shoulders. In addition, the association will determine the basis for assessing each lot owner a proportionate cost incident to the maintenance expense of the association.

Until 90% of the lots in the subdivision have been sold by the Developer, the Developer will retain voting control of the homeowner's association.

(6) The owners of the individual lots of River Dew Subdivision have signed this Agreement agreeing to be bound by its covenants, conditions and restrictions.