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Iredell County, NC  
Brenda D. Bell Register of Deeds  
BK 1807 PG 941-943

**PROTECTIVE COVENANTS**

For

**SEVEN OAKS SUBDIVISION**

**COUNTRYTYME N. C. LLC**

PREPARED BY :  
After recording please return to:

Countrytyme N.C. LLC  
340 N. Highway 16  
Denver NC 28037

**SEVEN OAKS SUBDIVISION  
PROTECTIVE COVENANTS**

**ORIGINAL RECORDED  
WITH COVER SHEET**

Countrytyme N.C. LLC, herein after referred to as "Declarant", hereby declares that the following described property as Seven Oaks Subdivision, as recorded in Map Book 50, Page 132 shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, which are for the purposes of protecting the values and desirability of, and which shall run with, the land and each part thereof, and be binding on all parties having any right, title or interest in the land, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each Lot Owner, and the respective heirs, successors and assigns of the Declarant and each Lot Owner.

Seven Oaks is situated in the State of North Carolina, County of Iredell, Township of Sharpsburg, being lots # 1 – 23 on Bowles Farm Road.

**RESIDENTIAL USE:**

1. Each Lot shall be occupied and used exclusively for single-family private residential or model homes purposes.
2. Any dwelling constructed or placed on the premises shall be stick built and shall meet the following conditions:
  - a) One Story (ranch style) home shall contain at least 1,800 square feet of finished living area.
  - b) Two story home shall have at least 2,000 square feet of finished living area.
  - c) All other style homes shall have at least 1,800 square feet of finished living area.
  - d) Living areas are exclusive of porches, breezeways, basements, and garages.
  - e) All dwellings must have at least a two-car garage constructed of similar material and style as the dwelling.
  - f) Roof pitch of home and garage shall be at least 7/12 with a minimum overhang of 12" for all homes other than Cape Cod style which shall have a minimum overhang of 8".
3. With the exception of soffits, gutters and downspouts, the front exterior of all homes, garages and detached structures shall be a natural material such as brick, stone, wood, stucco or Hardy Plank siding. All materials used in the exterior construction of a dwelling shall be new building materials. All residences shall be constructed on a solid masonry foundation. No residence shall have an exposed foundation or exterior of cement block.
4. Driveways – Initial driveways may be gravel, but they must be well maintained and dust shall be controlled. Within one 1 year after a dwelling is complete, all driveways shall be constructed of asphalt, plain concrete, textured concrete, pre-cast concrete pavers, or brick.
5. Signs – No sign, excluding a typical real estate For Sale, builder identification, or other such signs, shall be erected or maintained on any lot.
6. No garage or unfinished single family dwelling, travel-trailer, single-wide including Singlewide and Doublewide Manufactured Homes, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.
7. Manufactured housing (Double wide or Singlewide) and Modular homes shall not be placed on the property for any reason. Travel trailers may be stored on the property only after a permanent residence is completed.
8. Construction of both the dwelling and garage must be completed within (12) twelve months of beginning construction of the dwelling; however there is no time limit to begin building.
9. Property shall be kept reasonably trim and neat at all times (grass and weeds shall be kept mowed so they are no higher than 1 1/2 feet).
10. No more than one dwelling may be constructed on any lot.
11. The buyer, his heirs and assigns, may not further subdivide any lot. Countrytyme reserves the right to amend and or subdivide any remaining unsold lots.

**CONSTRUCTION PERMITS AND COMPLIANCE**

1. Prior to any construction, each lot owner must obtain all applicable permits.
2. Prior to any construction, all driveways shall have storm water culvert pipe installed in compliance with NC DOT standards.
3. Each lot owner is responsible for compliance with NC DOT regulations regarding driveways and public right-of-way.
4. Each lot owner shall be responsible for the installation and maintenance of erosion and sediment control measures as required by all county or governmental agencies.

**DRAINAGE**

1. The owners of all building lots within the subdivision shall be required to maintain drainage easements, storm water drainage ways, streams, and ditches in such a manner as to not interfere or hinder the normal flow of water. Any disturbance or damage done to any drainage easement, storm water detention area, storm water drainage way, road ditch or the road right of way, caused by any owner of any building lot or their contractors, shall repair said drainage easement, storm water drainage way, road ditch or road right of way to its original condition, to the satisfaction of Countrytyme and the governmental engineer's office, or the owner of the lot will be held liable for any such damages.
2. Countrytyme reserves the right to enter upon any lot to repair, maintain, or re-establish any drainage way within any drainage easement as dedicated, or referred to by the Drainage Statement on The Seven Oaks Subdivision plat.

**ELECTRICAL AND TELEPHONE SERVICE**

1. New electric service and telephone service shall be underground from existing service lines to any structure on each property and shall be at the expense of each lot owner.

**ANIMALS**

1. No domestic farm animals (including but not limited to swine, poultry, cattle, sheep, goats and llamas) are permitted. Horses are allowed (only after home is constructed), but shall be limited to one (1) per one (1) acre of fenced pasture. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors. Pasture area must be at the rear of the home. No chain link fencing allowed.
2. Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes. However, the keeping of family pets and the periodic sale of offspring is permitted.

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**AUTOMOTIVE**

1. No worn out, discarded automobiles, machinery or vehicles, or part thereof shall be stored on any lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

**BUSINESS/TRADE**

1. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort, or serenity of the neighborhood.

**EASEMENTS**

1. Subject to utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a utility easement and or drainage easement, if needed, (at no monetary value or any other consideration) for any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development.
2. Easements as shown on the recorded plat for each lot are reserved for utility installation, maintenance, and repair, and surface water drainage. Improvements made on such areas of easement by the owners(s) are at the risk of the property owners(s).

**DURATION AND AMENDMENTS:**

1. These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof, and shall be automatically renewed for successive thirty-five (35) year periods.

**ENFORCEMENT**

1. Countrytyme shall not be obligated to enforce these covenants.
2. Any lot owner within Seven Oaks Subdivision shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any one of the provisions hereof by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect. Countrytyme shall be not obligated to join or assist in any suit brought by any lot owner to enforce these restrictions.

**These provisions supercede those both in printing and in writing in case of conflict. County and township regulations and ordinances, if more stringent, supersede these restrictions.**

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, Declarant has duly executed the foregoing as of the 7th day of December, 2006.

COUNTRYTYME N.C. LLC

By: Patty Gorman  
Patty Gorman, Manager

STATE OF NORTH CAROLINA  
COUNTY OF LINCOLN, SS:

I, the undersigned Notary public in and for said State and County, certify that Patty Gorman personally appeared before me this day and acknowledged that she is the Manager of Countrytyme N.C. LLC, a North Carolina limited liability company, and that by authority duly given and as the act of each entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 7th day of December, 2006.

My Commission expires: 04-09-2011

Linda L. Connelly  
Notary Public

