

# Highland Springs of North Carolina

A Project of Natural Environments of North Carolina

## Declaration of Restrictive Covenants

The original, signed and notarized documents represented below are on file in:  
The Office of The Register of Deeds of Wilkes County, North Carolina

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*Know all men by these presents that Philip L. Ryder and wife, Victoria A. Ryder do hereby covenant and agree to and with all persons, firms, and corporations hereinafter acquiring lots in the development known as Highland Springs, as shown on the plat recorded in the Office of the Register of Deeds of Wilkes County, North Carolina in **Plat Book 10 Page 80**, the said lots being now owned by Philip L. Ryder and wife, Victoria A. Ryder, that all such lots are hereby subjected to the following restrictions as to the use thereof, the said restrictions being appurtenant to and running with the said land by whomsoever owned. These restrictions shall apply to each and every lot as shown upon the said recorded plat:*

1. The following words used in this Declaration or any amended or supplemental Declaration (unless the context shall require otherwise) shall have the following meanings:
  - a. "Lot" or "Lots" shall mean and refer to the numbered lots as shown on said plat.
  - b. "Property" "Said Property", and "Subject Property" shall mean and refer to all the land shown on said plat.
  - c. "Developer" shall mean and refer to Philip L. Ryder and wife, Victoria A. Ryder of Wilkes County, North Carolina, and any person or entity who is specifically assigned all or a portion of the rights and interests of Developer hereunder.
  - d. "Living Area" shall mean and refer to those heated and/or air conditioned areas within the Living Unit but shall not include garages, carports, porches, patios, storage areas, breezeways, terraces, or basements whether finished or unfinished.
  - e. "Living Unit" shall mean and refer to any building situated upon any Lot, which is designed and intended for use and occupancy as a residence by a single family.
  - f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but notwithstanding any applicable theory of any lien or mortgage law shall not mean or refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
  
2. No Lot shall be used except for residential purposes, and no building of any type shall be erected, altered, placed, or permitted to remain on any Lot other than on single-family dwelling, including a garage and any other appurtenances customary to a single-family dwelling, including, but not limited to, servants' quarters and guest house, which shall comply with any applicable zoning regulations. Moreover, no Lot shall be used for access to any adjoining Lot or other property. When construction of any building,

structure, improvement, or addition has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof.

**3.** Any Living Unit shall comply with all applicable building, plumbing, electrical and other governmental codes.

**4.** Lot or Lots can be subdivided by the Developer and or property owner when all County Subdivision, Health Department and Building codes are met.

**5.** All utility lines of every type, including, but not limited to, water, electricity, telephone, sewage and television cables running from the main truck line or service location to any Living Unit must be underground. The Developer reserved unto himself, his successors and assigns, a perpetual alienable and releasable easement and right on, across, over and under the ground to erect, maintain, replace and use water, sewer, electric and telephone systems, television cable systems, wires, cables and conduits for the purpose of bringing public services to the property, within (i) twenty (20) feet of each lot line fronting on a street, (ii) ten (10) feet along the side lines of each Lot, (iii) ten (10) feet along the rear line of each Lot, (iv) the rights of way of any street or road shown on any recorded plat(s) of the property. The easements and rights created hereby expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation or to maintain reasonable standards of health, safety and appearance.

**6.** Living Units shall contain at least 800 square feet but not more than 3500 square feet excluding basements or garages. Also, garages shall be no larger than to accommodate two (2) automobiles.

**7.** No building shall be placed or erected nearer the front property line than forty-five (45) feet. No building or part of a building other than steps, open porches without roofs, eaves or cornices shall extend nearer the front property line than the front building lines established herein, except that steps, open porches without roofs, eaves or cornices may extend not more than five (5) feet over the building lines. Every building erected on a Lot shall have two (2) side yards with a total footage of not less than thirty (30) feet, and in no case shall the width of either side yard be less than fifteen (15) feet.

**8.** Erection of clothes racks and clothes lines, the maintenance of any exterior garbage cans or incinerators, the storage of boats, campers, and trailers in view of the street shall not be permitted unless stored in a screened enclosure, either man made or natural. Each owner shall provide receptacles for garbage, and all garbage receptacles, tools and equipment for use of the lot of any Owner or otherwise shall be placed in a fenced area, in accordance with reasonable standards, to shield same from general visibility from roads abutting the lots. No fuel tanks or similar storage receptacles may be exposed to view and such fuel tanks or similar storage receptacles may be installed only within the main dwelling house, or in accessory buildings, or buried underground.

**9.** Detached garages, servants' quarters and guest houses, swimming pool and tennis court installations, pens, fences, yards and houses for pets, above-ground storage of

construction materials, wood, coal, oil, and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops and work shops, and any other structures shall only be permitted between a line parallel with the front of the main structure and the back property line; provided however, no permanent structure may be erected nearer than fifteen (15) feet from any property line. Any fencing done on any Lot shall be done with material other than metal fencing.

**10.** Notwithstanding any other provisions contained herein, utility yard, fence, wall or any type or kind of permanent structure shall be erected, allowed or placed within any other areas designated on said plat as easements. Any hedge, shrub, tree or other planting placed within any of the areas designated on said plat as easements shall forthwith be removed by the Lot Owner if and when such Owner is required or requested to do so by Developer, its successors and/or assigns.

**11.** Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building Lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, and shall not exceed four (4) square feet in size, shall not extend more than four (4) feet above the surface of the ground in the front yard, and shall be limited to one (1) sign per Lot.

**12.** No garbage or trash incinerator shall be placed or permitted to remain on a Lot or any part thereof. No leaves, trash, garbage or other similar debris shall be burned except as permitted by the appropriate governmental authority. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of the property, except as is temporary and incidental to the bona fide improvement of any portion of the property.

**13.** It is the responsibility of each Owner to prevent any unclean, unsightly, or unkept conditions of the Living Unit on, or grounds of, a Lot of any Owner which shall tend to substantially decrease the beauty of the subdivision as a whole.

**14.** No noxious or offensive activity shall be permitted upon any portion of the property, nor shall any activity be permitted that may cause embarrassment, discomfort, annoyance or nuisance to any Owner, or guest thereof, on any portion of the property.

**15.** Except as may otherwise be provided herein, no plants, animals, or devices or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other Lots by any Owner, or guests thereof, may be maintained. 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 (i) kept, bred or maintained for any commercial purpose, or (ii) permitted to become a nuisance to the neighborhood. Household pets permitted shall at all times be caged, leashed or otherwise under control whenever not within the Owner's lot. No Owner shall keep or maintain more than two (2) dogs and two (2) cats on any Lot in this subdivision.

**16.** Nothing contained in these covenants, conditions and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

**17.** No Lot Owner, his employee or representative shall place any sign of any nature at or near the entrance way to the development, specifically including garage sale signs, signs advertising anything for sale or to be given away (other than residences), and no motor vehicles or any other personal property may be placed at or near the entrance to the development.

**18.** A copy of building plans and site plans reflecting any and all improvements proposed to be made upon any Lot must be submitted by the Owner or his agent to Developer at least thirty (30) days prior to the date on which the construction of said improvements is scheduled to commence. No construction or other improvements shall be commenced until said plans have been approved in writing by the Developer, whose approval shall not be unreasonably withheld. All houses constructed on any Lot in this subdivision shall be a log home or a timber frame and/or post and beam construction. All homes of whatever materials shall be natural earth color and no roof shall be blue, white, silver, pink, purple or yellow. All roofs must either be metal or conventional asphalt shingles. Builders may build with conventional framing as long as the exterior and interior has the look of a Log and/or Timberframe home.

**19.** All Lot Owners agree that if there are trees on their property which block the view of anyone owning a house on a Lot adjacent and of a higher elevation that the trees blocking the view can be topped so as to permit the Owners of the house of a higher elevation to have a view over the house of a lower elevation.

**20.** None of the Owners of any Lots in this subdivision shall have security lights or lights of any kind which interfere or keep any adjoining neighbor from full enjoyment of their property.

**21.** All foundation walls for any house constructed on this property shall be constructed of rock, brick (which are earth colors) or shall be stuccoed.

**22.** The Owners and Developers of this subdivision shall be responsible for constructing, maintaining and paving of the road shown on the map of said property known as Highland Springs Drive until such time as the NC DOT shall take over said street as part of its road system.

**23.** Owners and Developers of this property shall have the right to reserve four (4) acres at their option to be used for commercial purposes and shall not be restricted for residential purposes only.

**24.** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these

covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

**25.** Developers reserve the right to extend, amend, modify or remove these restrictions and any such action shall be evidenced by an instrument in writing and be recorded in the Office of the Register of Deeds, Wilkes County, North Carolina, notwithstanding any of the foregoing, the right to amend and modify shall be in the sole discretion of the Developers, their successors and specific assigns of such right.

**26.** Invalidation of any one of these covenants by judicial decree or other legal authority shall in no wise affect any of the other provisions herein which shall remain in full force and effect.