



Doc ID: 000046460007 Type: CRP
Recorded: 07/31/2006 at 02:58:59 PM
Fee Amt: \$32.00 Page 1 of 7
Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK **1161** PG **205-211**

Partially Prepared by: John B. Adcock, P.A. of Cumalander, Adcock & McCraw, L.L.P.
(prepared without title search)
P.O. Box 1055
Fuquay-Varina, NC 27526

NORTH CAROLINA
GRANVILLE COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUMMER SPRINGS SUBDIVISION PHASE 5 & PHASE 6**

WITNESSETH:

This Declaration of Covenants, Conditions and Restrictions For Summer Springs Subdivision, Phase 5 & Phase 6 (hereinafter "Declaration," or "Covenants"), made this _____ day of July, 2006 by Michael F. Currin and wife Cynthia Naef, Susan Currin Lankenau and husband Harry Lankenau their successors and or assigns (hereinafter "Declarant"); and

WHEREAS, Declarant is the owner and developer of certain real estate in Granville County, North Carolina, and more particularly described as:

BEING all lots 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, and 147 along with all easements and right of ways, as shown on those maps recorded at Plat Book 32, page 176 and Plat Book 33, Page 52, Granville County Registry, reference to which is hereby made for greater certainty of description (hereinafter "Property" or "Subdivision"). Said maps are incorporated herein by reference. (The Property also known as "Summer Springs Subdivision Phase 5 & 6");

WHEREAS, Declarant is developing the Property which when completed will contain lots for which Declarant desires to create thereon a residential community of single family homes; and

THEREFORE, the Declarant hereby declares that all of the Property and Lots located within the Subdivision are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said Lots. All of these restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any of the Property.

200

ARTICLE I
DEFINITIONS

Section 1. “Owner” shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 2. “Properties,” “Property,” and “Subdivision” shall mean and refer to the “Property” all of that property known as “Summer Springs Subdivision, Phase 5 & 6,” and described hereinabove.

Section 3. “Lot” shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Properties.

Section 4. “Declarant” shall mean and refer to Michael F. Currin and wife Cynthia Naef, Susan Currin Lankenau and husband Harry Lankenau, their successors and/or assigns.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Granville County, North Carolina, described as follows:

BEING all lots 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, and 147 along with all easements and right of ways, as shown on those maps recorded at Plat Book 32, page 176 and Plat Book 33, Page 52, Granville County Registry, reference to which is hereby made for greater certainty of description (hereinafter “Property,” “Properties” or “Subdivision”). Said maps are incorporated herein by reference.

Section 2. Additions to Existing Property. Additional land may be brought within the schemes of this Declaration in the following manner:

(a) Additional land may be annexed to the existing property by Declarant, its successors and or assigns, in future stages of development, without the consent of any other Lot Owner or Owners, provided that said annexations must occur within ten (10) years after the date of this instrument.

(b) The additions authorized under Subsection (a) above shall be made by filing of record a Supplementary Declarations of Covenants, Conditions, and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein. Such Supplemental Declaration shall reference this document without setting forth the complete text in said Supplemental Declaration.

ARTICLE III
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure, including mailboxes, shall be commenced or maintained upon the Properties, nor shall any exterior additions to or change or alteration therein be made, including exterior paint colors and including the erection of antennas, aerials, awnings, or other exterior attachment, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee appointed by the Declarant. In the event said committee 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 Architectural Control Committee shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. The Architectural Control Committee shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot. Refusal or approval of plans, specifications, builder or location may be based on any grounds including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Control Committee shall be deemed sufficient. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development. In order to assure the location of houses will be staggered where practical and appropriate, the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration topography, the location of large trees and similar consideration. The Architectural Control Committee reserves the right to control absolutely and in its discretion the precise site and location of any house or dwelling or other structure upon all Lots.

Section 2. Approval of Builder. Any builder prior to performing any work on the Properties, must be approved by the Architectural Control Committee as to financial stability, building experience and ability to build structures of the class and type of those which are to be built on the Properties. No person, firm or entity shall be approved as a builder unless such person, firm or entity obtains his income primarily from construction of the type which builder is to perform upon the Properties. No Owner will be permitted to act as his own builder or contractor, for the exterior of any structure, except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Properties, and otherwise meets the qualifications for approval by the Architectural Control Committee as hereinabove set forth.

Section 3. Completion of Improvements. The exterior of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

Section 4. Enforcement. In the event any Owner violates the terms of this Article III, the Architectural Control Committee, Declarant or their duly appointed agents, shall, after thirty (30) days written notice to the Owner to cure such violation and failure of Owner to do cure, be entitled to enter upon the Property of Owner and cure such defect including removal of any structure built in violation hereof, all at the cost and expense of the Owner. This right of the Architectural Control Committee, Declarant or their agents, shall be in addition to all other general enforcement rights the Architectural Control Committee and/or Declarant may have for a breach or a violation of the terms of these covenants and restrictions and shall not be deemed a trespass by Company or its agents.

ARTICLE IV USE RESTRICTIONS

Section 1. Land Use. All Lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family dwelling, not to exceed two (2) stories, plus attic, in height and a private garage for each unit for not more than two (2) cars and other accessory structures customarily incidental to use of the Lot; except that no metal or temporary sheds or carports shall be allowed; and all outbuildings shall require Architectural Control Committee approval and shall be consistent in color and material with the single family dwelling located thereon. Except as otherwise provided in this Declaration, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, shall be conducted, maintained or permitted on any part of the Subdivision.

Section 2. Building Lines. No building (including porches) shall be located nearer to the front lot line than 75 feet; no nearer than 30 feet from the rear lot line and no nearer than 15 feet from any side lot line.

Unintentional violations not exceeding 10% of the minimum building line requirements herein set forth shall not be considered a violation of this Section.

Section 3. Subdivision of Lots. No person or entity may subdivide, recombine or resubdivide any lot or lots without the prior written consent of the Declarant.

Section 4. No residential dwelling shall be erected or placed on a Lot having a heated floor area of less than 1500 square feet, exclusive of garages.

Unintentional violations, not exceeding 2% of the minimum set out in this section, shall not be considered a violation of this Section.

Section 5. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Architectural Control Committee. This Section shall not be applicable to temporary construction trailers, sales offices, and material storage facilities used during construction.

Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios) within the Properties other than between the hours of 8:00 AM and 5:00 Pm on Monday through Friday and 8:00 AM and 1:00 Pm on Saturdays (except when any such day shall fall on a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc..., shall be stored out of sight other than during the times aforementioned, and shall only be used in back yards.

Section 7. Nuisances. Non noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other building erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 9. Parking of Vehicles. No commercial truck, school bus, nor any other vehicle deemed by the Architectural Control Committee or its designated committee to be unsightly, shall be parked in the street, in a driveway, in the front yard, in a side yard or in the back yard of any lot. No abandoned or unlicensed vehicles shall be located on the Property.

Section 10. Harmony of Structures. No structure shall be constructed or moved onto any lot unless it shall conform to and be in harmony with existing structures on the Properties. In any event all structures to be added by property owners shall require approval of the Architectural Control Committee.

Section 11. Easements. A perpetual easement is reserved over the rear 10 feet of each Lot for utility installation and maintenance and/or as shown on recorded map. A perpetual easement is reserved over the side 5 feet and rear 10 feet of each lot for public storm drain and/or as shown on recorded map.

Section 12. Signs. No sign or any kind shall be displayed in the public view on any lot; except one sign of not more than five square feet, advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

Section 13. 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, bred or maintained for personal use of the Owner, and that no more than two dogs shall be allowed for any household.

Section 14. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste and same shall not be kept except in sanitary containers with lids. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Fences. All fences on Lots shall be constructed of wood or PVC. No fences allowed in the front yard and fences shall not be located any lot closer to the front property line (edge of right of way) than the minimum fifteen (15) feet behind the front façade of the dwelling. Provided, however, that notwithstanding anything contained in this Section or elsewhere to the contrary, Declarant may install decorative fencing on any Lot owned by it containing a model home, after obtaining approval by the Architectural Control Committee. No fence shall exceed six (6) feet in height.

Section 16. Radio and Television Antennas. No free standing radio or television transmission or reception towers, antennas, dishes or disks shall be erected on any Lot. Except that receiving devices of less than two feet in diameter may be used in the back yard of any lot which has an existing dwelling.

Section 17. Mailboxes. No masonry mailbox supports shall be permitted, and mailboxes and fences shall be the only artificial structures permitted in the front yards of dwelling structures.

Section 18. Miscellaneous. No basketball goal supports shall be erected or placed within any street right of way, only inground permanent swimming pools shall be allowed; and driveways shall be concrete for the first forty (40) feet and constructed to comply with the North Carolina Department of Transportation regulations.

Section 19. Driveway Pipes. All driveway pipes shall be purchased and installed by the Lot Owner and must be concrete or otherwise in compliance with NCDOT standards. All driveway pipes, ditches, or other improvements made within or near the street right of ways must conform to NCDOT standards. In the event improvements by a Lot Owner are not in compliance with NCDOT standards, the Lot Owner shall take such action, at the Lot Owner's sole and absolute costs, to correct any non-compliance such that the Subdivision streets will be accepted by NCDO for inclusion in their maintenance system.

ARTICLE V EASEMENTS& DECLARANT'S RIGHTS

Section 1. General Easements. Easements for the installation and maintenance of driveway, walkway, parking areas, water lines, gas lines, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat or as necessary for providing such services and infrastructure. Within any such easements above provided for, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 2. Drainage and Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear 5 feet and 5 feet of each side line, unless shown in excess of such distance on the recorded plats.

Section 3. Declarant reserves an easement for itself, its grantees, successor and assigns, to enter upon the Subdivision for access, including ingress and egress for both vehicles and pedestrians, to and from any public street, road, land, walkway or right-of-way. The easement shall be over the streets, sidewalks, bridges and other access ways of the Subdivision. This reservation of access easements should be construed liberally in favor of the Declarant, in order to facilitate the development of all or any portion of the Subdivision. The Declarant reserves the non-exclusive right and easement to temporarily go upon the Subdivision in order to complete the development of the Subdivision and the construction of the improvements to be located therein, and to develop other neighboring land. The easement should be construed broadly in favor of the Declarant, including giving Declarant the right to store temporarily construction materials, equipment or dirt.

Section 4. Declarant reserves the right to maintain sales and management offices, model units, construction trailers, storage or staging areas, and advertising signs upon Lots or the right of ways and upon Lots owned by it during such time the Declarant owns any portion of the Property and to exercise all other "Special Declarant Rights" as defined in the Planned

Community Act, Chapter 47F of the North Carolina General Statutes. Said Planned Community Act is hereby incorporated herein by reference. In the event provisions of this Declaration conflict with provisions of the Planned Community Act, the provisions of this Declaration shall control to the extent of such conflict. Otherwise, the provisions of the Planned Community Act shall supplement the terms of this Declaration.

Section 5. The Lot owners of those Lots in the Subdivision subject to easements, buffers or like matters (hereinafter "easements" and/or "buffers") as depicted on the recorded map of the Subdivision or imposed otherwise, shall be responsible for the maintenance and upkeep of such easements and buffers and shall be responsible for complying with any and all local, state or federal rules and/or regulations applicable to such easements and buffers. Easements and buffers shall not be impaired, obstructed or improved on.

Section 6. The developer reserves the right to subject the Property to easements and contracts with Wake Electric Corp., or similar company, for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to Wake Electric Corp. by the owner of each Lot. This shall also include entrance lights.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this Declaration. The Declarant covenants, stipulates and agrees on behalf of itself and any and all persons, firms, corporations, who or which may hereafter acquire any portion of the above described Property that any violation of this Declaration herein set forth, shall entitle the Declarant, any person or persons or corporation who or which may then own any Lot to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations herein as set forth. The Declarant may impose a fine up to one hundred dollars (\$100.00) per violation per day three (3) weeks after owner has received notice of said violation.

Section 2. Severability. Invalidation of any one of these covenants, restrictions or part thereof, by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Effect of Restrictions and Amendment. The covenants and restrictions of the Declaration shall bind only the Properties specifically herein described and shall run with the land described herein and bind the Properties. The Declarant or its assign may amend this Declaration at anytime while the Declarant owns any portion of the Property. After such time, the Lot Owners may amend this Declaration, as long as any proposed amendment is consistent with the design, scheme and purposes of this Declaration. Amendment by the Lot Owners shall be by the affirmative vote or written agreement of ninety percent of the Lot Owners, with each lot being allocated one vote. Any amendment shall be recorded in the Register of Deeds of Granville County, North Carolina.

Section 4. All captions, titles or headings in this Declaration are for the purpose of reference and convenience only and are not deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

Section 5. Except as otherwise provided in this Declaration, any notice to any Lot owner under this Declaration shall be in writing, shall be effective on the earlier of (i) the date when received by such Lot owner, or (ii) the date which is three days after mailing (postage prepaid) to the last address of such Lot owner set forth in records of the Granville County Tax Office or Register of Deeds.

Section 6. This Declaration shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of North Carolina, and suit to enforce any provision hereof or to obtain any remedy with respect hereto shall be brought in state

court in Granville County, and for this purpose each Lot owner by becoming such hereby expressly and irrevocably consents to the jurisdiction of said court.

IN WITNESS WHEREOF, the Declarant, has caused this Declaration to be executed in their names who have affixed their hands and seal the day and year first above written.

Michael F. Currin (SEAL)
Michael F. Currin

Cynthia Naef (SEAL)
Cynthia Naef

Susan C. Lankenau (SEAL)
Susan C. Lankenau

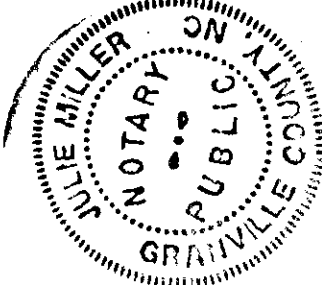
Harry Lankenau (SEAL)
Harry Lankenau

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael F. Currin and Cynthia Naef

Julie Miller Notary Public
Notary Public

Date: July 28, 2008
My commission expires: January 19, 2009



STATE OF VIRGINIA
COUNTY OF Albemarle

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Harry Lankenau and Susan C. Lankenau

James B. Hurt Notary Public
James B. Hurt, Notary Public
(printed name)

Date: July 26, 2006
My commission expires: SEPTEMBER 30, 2009

