

Prepared by: Nicholas Long, Jr.
Zollicoffer & Long
Henderson, NC

STATE OF NORTH CAROLINA

BLACKSTONE VILLAGE PHASE II RESTRICTIVE COVENANTS

COUNTY OF GRANVILLE

WHEREAS, BLACKSTONE DEVELOPERS, LLC is the owner in fee simple of the following described lots or parcels of land located in Dutchville Township, Granville County, North Carolina and more particularly described as follows:

Lots 25-47 of survey of Blackstone Village Phase II (Sheet 1 of 2) as prepared by James R. Wilson, Registered Land Surveyor dated 4/22/99 as recorded in Map Book 25, Page 105 of the Granville County Registry and and Lots 48--62 and 71-87 as shown of survey of Blackstone Village Phase II (Sheet 2 of 2) as prepared by James R. Wilson, Registered Land Surveyor dated 4/22/99 as recorded in Map Book 25 Page 105, Granville County Registry.

WHEREAS, Blackstone Developers, LLC, ("the Developer") for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in the said above described development, does hereby covenant to and with the present and future owners of any lots as follows:

1. **Use of Lot:** The above described lots of land shall be used for single-family residential purposes only; no dwelling may be erected, altered, placed or permitted to remain on the above-described lots other than one detached single-family dwelling (and garage), not to exceed two stories in height, exclusive of basement or attic.
2. **Subdividing Lots:** No lot shall be subdivided without the written consent of the Developer, its successors, assigns or duly authorized agent, to wit: John M. Foster, except that two lot owners may subdivide an unimproved lot lying between them, but only one single-family residence shall be built on the combined original lot and the subdivided portion of any lot; provided further, that adjoining lot owners may adjust their common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange is approved by the Developer and conforms in all respects with the zoning ordinances of Granville County, North Carolina and so long as such sale or exchange does not result in any improved lot being reduced to less than its original square footage and so long as said sale or exchange conforms in all other respects with the provision of these restrictive covenants.
3. **Set Back Requirements:** No dwelling (or other structure or improvement permitted by these restrictions, except approved fences and utility buildings, shall be hereafter erected, altered or placed on the property herein conveyed closer than those setbacks as indicated on the Plat for Blackstone Village recorded in Book 23, Page 181, Granville County Registry or such later setbacks as may be established and recorded in the Granville County Registry.

mailed 10-2-00: Zollicoffer & Long, PO Drawer 19, Henderson, NC 27536

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4. **Prior Approval of Improvements:** No dwelling, building, structure, outbuilding, fence, wall, in ground swimming pool, above-ground swimming pool larger than six feet (6') in diameter or greater than two feet (2') in height, or other improvement of any nature whatsoever (except for the interior alterations to existing structures not affecting the external structure or appearance of any improvements on any portion of the lot) shall be constructed on any lot unless and until the plans and building specifications for such construction have been approved in writing by the Developer, its successors, assigns or duly authorized agent, to wit; John M. Foster. The plans to be submitted to the Developer for its approval shall include.
 - a. The construction plans, specification and description of materials, including all exterior colors and proposed landscaping (especially including placing of driveways, and clearing and/or tree removal) and grading; and
 - b. a plat showing the locations of all proposed improvements.
5. **No Liability:** Approval by the Developer of any proposed improvement shall not constitute a basis for liability of the Developer for any reason, including, without limitation:
 - a. failure of the plans to conform to any applicable building codes; or
 - b. inadequacy or deficiency in the plans resulting defects in the improvements.
6. **Permitted and Prohibited Improvements:** No dwelling building, structure, outbuilding (all storage buildings must be a minimum of 10 x 12 feet) or other permitted improvement shall be constructed on any lot except by conventional construction and/or modular construction (on-frame or off-frame) on a concrete slab. Single and/or double-wide mobile homes are specifically prohibited.
7. **Minimum Square Footage-One Story Home:** No plans for a dwelling shall be approved unless the living area (heated floor area) exclusive of open porches, garages and patios, on the ground floor exceeds 1,200 square feet, measured from outside wall lines (and excluding any square footage in a basement).
8. **Minimum Square Footage-Two Story Home:** The ground floor area of the main structure of a two-story dwelling, exclusive of open porches, garages and patios, shall have a useable (heated) floor space of no less than 900 square feet (excluding any square footage in a basement). The total square footage of any two-story dwelling must exceed 1,500 square feet of useable (heated) floor space.
9. **Minimum Storage Space:** Each dwelling shall have a minimum of an attached 6 x 8 foot storage addition to the home or a minimum of 10 x 12 foot detached outside utility building on a concrete slab. All detached storage

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buildings shall be constructed in such a manner as to conform with the requirements of the North Carolina Building Code; and be built with exterior materials which resemble the primary structure on each lot.

10. **Foundations:** All buildings shall have brick perimeter or equivalent foundations unless otherwise approved in writing by the Developer, its successors, assigns or designated Agent; all buildings, whether constructed by conventional, modular or other permitted manufactured methods, shall have foundations constructed to meet all applicable state and local building codes.
11. **Prohibited Building Materials:** No building shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding or masonite siding (without prior written approval of the Developer, its successors, assigns or designated Agent) as a major exterior building material (these materials may be used as room material, however).
12. **Driveways:** All driveway pipe shall be constructed using a minimum of fifteen inch (15") re-enforced pipe, with a minimum of sixteen feet (16') of pipe laid in the driveway entrance in compliance with all specifications of the State of North Carolina, and all driveways and parking areas must be paved, with sufficient parking pad width to accommodate two vehicles.
13. **Temporary Structures/Storage:** No structure of a temporary character, including tents, motor homes, trailers and/or campers shall be used on any lot at any time as a residence, either temporarily or permanently.

All boats, campers, motorized vehicles (excluding automobiles and pick-up trucks) and other equipment are to be stored in approved covered buildings or stored in a location on said lot so as not to become an eyesore.
14. **Approval Criteria:** Approval of the proposed plans and specifications shall be based upon the compliance with the provisions of these Restrictive Covenants, the quality of workmanship and materials, harmony of exterior design with the surrounding structures, locations of improvements with respect to topography and finished grade elevation, the effect of the construction of the natural tree growth and vegetation, and all other factors which in the sole opinion of the Developer shall affect the desirability or suitability of the proposed improvements.
15. **Contractor Approval:** All homes built in Blackstone Village shall be constructed or erected by the Developer unless a waiver is granted in writing by the Developer prior to beginning construction.
16. **Maintenance Requirement:** All approved homes shall thereafter be maintained in a state of good repair (i.e. landscaped, grass mowed, painted, etc) to further the harmonious design and maintenance of the subdivision and any external physical damage to a previously approved home shall be repaired within ninety (90) days of said damage.

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17. **Permitted Animals:** No animals, livestock, or poultry of any kind shall be raised or bred on any Lot, except dogs, cats, or any other normal household pets may be kept, provided

- a. They are not kept, bred, or maintained for any commercial purpose, and
- b. Dogs are confined to the home or maintained in a appropriate, approved fenced area; and
- c. Pets are not permitted to roam; and
- d. They shall not become an annoyance or nuisance to other Lot owners.

No dangerous animal of any kind will be permitted in the subdivision, nor will hog parlors or chicken houses per permitted on any lot in the subdivision.

18. **Waste Disposal:** No part of the property herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary condition at all times.

19. **Landscaping:** No grass or weeds shall be allowed to grow taller than six inches (6") on any lot, and all residences shall be landscaped (seeded and strawed) within ninety (90) days of occupancy with the following features:

- a. all driveways and parking areas shall be paved, with a parking pad sufficient to park two vehicles.
- b. all residences shall maintain a minimum of eight (8) shrubs that are a minimum of eighteen (18) inches in height in front of the dwelling, which shall be properly maintained and pruned at all times; and
- c. all stumps and other vegetation shall be removed; and
- d. all satellite systems shall be screened from public view, and have low growing shrubs or flowerbeds placed around the base.

In addition, any uprooted stumps, or unsightly vegetation shall be removed from any lot within ninety (90) days from the date of purchase, or start of construction by the Buyer (whichever is later), unless the Buyer has contracted with the Developer to the contrary, or the Buyer has contracted with the Developer for the removal of said stumps and vegetation; in which event, the cost of the removal shall be included in the purchase price of the lot; and said agreement shall be recited in the deed of transfer; or unless the Developer, or its successors and assigns have otherwise waived enforcement of this provision.

20. **Signs:** Billboards or signs or any kind shall not be displayed to public view on any Lot except one sign of not more than nine (9) square feet adverting the lot for sale or signs used by a builder to advertise the lot during construction and sale period.

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21. **Swimming Pools:** Any swimming pool shall be enclosed by proper fencing (approved prior to beginning construction by the Developer) to keep small children or unauthorized visitors from entering the enclosed area.
22. **Permitted Vehicles:** No lot owner shall drive or park or permit any other person to drive or park any heavy equipment (including tractor-trailers or trucks weighing in excess of one ton), on any street within the Subdivision or on parking pads or other parking areas on any Lot in the Subdivision; no heavy equipment, tractor-trailers, 3-wheelers, 4-wheelers or dirt bikes shall be driven or ridden except moving vans and/or construction vehicles; which may be driven or parked on the subdivision streets for the temporary purpose of moving a Lot owner in or out of a dwelling constructed on a Lot; and/or for the construction of improvements on a Lot.
23. **Speed Limits:** All Owners agree to observe posted speed limits along said roads.
24. **Sanitary Regulations:** The primary system for water and sewer for each residence constructed on any Lot shall be provided by the City of Creedmoor, and each home shall be connected to said water and sewer systems unless prior approval is granted by Developer. In any event, no water supply system for human consumption or sewage disposal system shall be permitted on the lots herein conveyed unless the locations, construction and design are in full compliance with requirements, standards and recommendations of the Granville County Health Department and North Carolina State Board of Health. No outdoor toilets or privy shall be constructed on any tract.
25. **Noxious Activity Prohibited:** No noxious or offensive activity shall be allowed upon any Lots or portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance. Final determination of what constitutes a nuisance or annoyance to the neighborhood shall be made by the Developer.
26. **Disabled Vehicles:** Any motor vehicles or other motor conveyance not in a running condition must be removed within thirty (30) days. No disabled, junked or dismantled motor vehicles shall be allowed on any Lot.
27. **Utilities:** Easements for utilities and drainage are reserved for ten (10) feet along all front, side and rear property lines, and the right is reserved for the Developers, their successors and assigns to establish and grant additional easements along any streets, avenues or drives for the purpose of furnishing utilities in or through said subdivision.
28. **Easements or Rights of Way:** The conveyance of all lots is made and accepted subject to any easements or rights of way that may have been granted for power, lights, telephone lines, access, drainage facilities, water facilities and/or sewage facilities, or as shown on any recorded plats of Blackstone Village. The Developer reserves the right to subject the property in this subdivision to a contract with Wake Electric Membership Corporation for the installation of street lighting and lighting of the subdivision entrance sign, which may require a continuing monthly payment to Wake Electric Membership Corporation by each purchaser of property in said subdivision.

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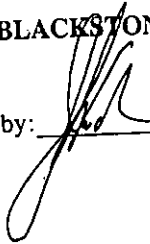
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29. **Access Roads Prohibited:** No Lot owner shall be permitted to use his lot, or any portion thereof, as an access easement to allow an adjoining landowner access to the private roads constructed by the Developer in this subdivision; provided, however that the Lot owner may use his own Lot for access to other property belonging solely to the said Lot owner which is adjacent to a Lot in this subdivision, provided the Developer gives prior written consent to such use.
30. **Roads:** Lots in the subdivision are subject to the Road Maintenance Restrictions for Blackstone Development as recorded in Book 783, Page 500 of the Granville County Registry.
31. **Burial Sites:** No burial sites shall be allowed on any Lot within the subdivision.
32. **Enforcement:** The enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.
33. **Attorney Fees:** In the event the Developer is required to bring suit to enforce the provisions of these Restrictive Covenants, either to restrain violation or to recover damages, the Lot owner shall pay the Developers reasonable costs and expenses in taking such enforcement action (including specifically paying court costs and a reasonable Attorney's fee) in the event Lot owner is determined to be in violation of the terms of these covenants.
34. **Severability:** The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.
35. **Duration:** These restrictions and condition are covenants running with the land and shall be binding on all owners of property covered by these restrictive covenants and all persons claiming under them for a period of thirty (30) years from the date these Restrictive Covenants are recorded, after which time, said covenants shall be automatically extended for additional periods of ten (10) years each, unless an instrument signed by three fourths (3/4) of the owners of the similarly restricted lots has been recorded in which it is agreed otherwise. These restrictions cannot be altered or changed prior to that date without the written consent of the Developers, their heirs, assigns or devisees.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal,
this the 29th day of July, 2000

BLACKSTONE DEVELOPERS, LLC

by:  (SEAL)
Member-Manager

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NORTH CAROLINA

VANCE COUNTY

I, Amy P. Knott, a Notary Public of Vance County, do hereby certify that John M. Foster, as Manager of Blackstone Developers, LLC, a Limited Liability Company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as manager on behalf of a and as the act of the Company referred to in this acknowledgement.

Witness my hand and official seal this the 29th day of September, 2000.

My Commission Expires: May 13, 2002 Amy P. Knott
Notary Public



STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Amy P. Knott, a Notary Public is certified to be correct. This instrument was presented for registration and filed in this office in Book 825 Page 615 this 29th day of September 2000, at 4:59 o'clock P.M.
Richard C. Booth Register of Deeds By Dickie C. Booth Deputy/Assistant