

Doc ID: 002397870003 Type: CRP
Recorded: 07/13/2009 at 03:11:05 PM
Fee Amt: \$20.00 Page 1 of 3
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK **1319** PG **449-451**

PROTECTIVE COVENANTS OF LOTS 1 - 6 AND LOTS 48 - 50
GOLDEN FOREST SUBDIVISION, A RESIDENTIAL SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS made this the 29th day of June, 2009 by Julie Wright, J. D. Goldston, Jr. and wife, Louise F. Goldston, Owners,

WITNESSETH

WHEREAS, OWNER is the owner of the real property described below and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth,

Being Lots 1 - 6 and 48 - 50 of Golden Forest Subdivision according to map and survey thereof by Stephen M. Puckett Land Surveys entitled "Subdivision Plat of Golden Forest" recorded in Granville County Registry in Book of Maps 38 Page 39.

NOW THEREFORE, OWNER does hereby declare that the above described real property located in Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to these Protective Covenants:

1. Lots shall be used for residential purposes as defined by Granville County zoning code.
2. Prior to construction, the complete set of plans and specifications for any dwelling, building, fencing, mailbox, driveway, garage, parking area to be placed on the lot, which plans and specifications will include design, color, materials, location on lot and landscaping plan shall be given to Julie Wright or assign for approval. If approval not received from Julie Wright or assign thirty (30) days after submission, plan is disapproved. A paved entrance area of at least 15 feet in length from subdivision road is required for all driveways. All driveway pipe and entrance construction shall be to NCDOT standards. If the driveway is not constructed to state standards, Declarant has right to remove and replace in compliance with NCDOT standards at expense of lot owner.
3. Energy efficient homes with solar energy features are encouraged and Declarant may suggest alteration of house plans and location to effect an increased energy efficiency.
4. No animals of any kind shall be kept on the lot except those household animals and fowl normally found in a residential neighborhood except that a pony, horse, or other animals approved by Julie Wright or

assign shall be allowed on any lot exceeding 2 ½ acres. Any pens or housing used by the animals shall be regularly cleaned. Approved animals shall be penned and shall not be allowed to roam. There shall be no commercial raising of animals or fowl. No animals of a known aggressive specie shall be allowed.

5. No junkyard and/or junked vehicles or machinery shall be allowed to remain on the lot. No boats, campers, or motor homes shall be visible from the Subdivision street.

6. Lot owner shall maintain all buildings on the lot in a neat and pleasing manner and shall keep the area around the dwelling free and clear of all tall grass, unsightly undergrowth, dead trees and bushes, trash and rubbish. Owner shall maintain a grassed lawn area on the shoulders and slopes along the lot adjacent to the paved street in the Subdivision, and shall maintain and replant as needed all grass, ornamental trees and shrubs which shall be placed on the cleared areas along the streets. In the event the owner does not properly maintain his building site and the adjacent shoulders and slopes as above provided, then the Declarant may have the required work done and the costs thus incurred shall be paid by the owner.

7. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining owners in the subdivision. Motorbikes, go-carts, or three or four wheel recreational vehicles shall not be operated on any street in the subdivision.

8. No mobile home of any type may be placed on any lot for whatever purposes, and no incomplete structures, trailers, tents or campers shall be used as a residence on this lot.

9. All garbage shall be stored in receptacles which are picked up and disposed of weekly. Receptacles shall be placed out of sight of the subdivision street and shall be screened. All propane, oil and other storage tanks shall be located underground except that tanks with a 125 gallon or less capacity may be above ground but screened from street view

10. Five (5) feet of space of the lot adjoining the sidelines and ten (10) feet of space adjoining the rear lines of the lot shall be reserved for utility easements unless waived by Declarant.

11. No more than 25% of the mature trees on the lot shall be removed. The purpose of this is to keep the wooded and secluded character of the Subdivision.

12. All utility lines extending from the public road to the dwelling site shall be routed underground.

13. During construction of the dwelling or during construction of any other approved structures, any damage caused by the owner or his sub-contractor shall be the responsibility of the owners. During construction there shall be a gravel area at the entrance to the lot. The purpose of this gravel area is to prevent mud and other debris from being tracked into the street.

14. The grantor reserves the right to subject the property in the subdivision to a contract with Wake Electric Membership Corp. For the installation of underground electric cable and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Wake Electric Membership Corp. by the individual lot owner.

15. The owners of the lots in Golden Forest Subdivision as shown in Book 38, Page 39 *228* and subsequent recorded lots of Golden Forest Subdivision shall be members of the Homeowners Association. Membership in the Association is mandatory for each lot and successive owners and each lot owner shall have one vote per lot owned. The Association shall be formed at the time of the assignment of the common areas to

the Association by the Declarant. Common areas shall mean and include any entrance, landscape, or drainage easements in Golden Forest Subdivision as shown on recorded plats of that subdivision.

16. After assignment by the Declarant, the Golden Forest Homeowners Association shall be vested with the powers of a) perform maintenance, upkeep, repair and replacement of entrance, storm drainage easements and other common areas assigned by the Declarant, b) collect dues for expenses related to stated upkeep, maintenance, repair and replacement, c) elect a minimum of three (3) officers, d) establish an annual meeting date for the election of officers, e) inform all members in writing 10 days prior to meeting.

17. Expenses for performing upkeep, maintenance replacement and repair of assigned common areas and easement shall be the personal obligation of each lot owner who covenants with acceptance of the deed to pay his portion to the Association, which portion shall be a charge upon his lot.

18. Any buffered stream crossing shall be constructed so as to have 25 linear feet or less of impact on that stream buffer and 250 square feet or less impact on the stream buffer per requirements of NC Department of Water Quality (DWQ) and/or NC Department of Environmental and Natural Resources (DENR).

THESE COVENANTS AND RESTRICTIONS are to run with the land and shall be binding on all parties and all persons subject to them for a period of twenty years from the date the covenants are recorded after which said covenants shall automatically be extended periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots in Golden Forest Subdivision has been recorded, said instrument agreeing to change said covenants in whole and in part.

Julie Wright (SEAL)
JULIE WRIGHT

J. D. Goldston, Jr. (SEAL)
J. D. GOLDSTON, JR.

Louise F. Goldston (SEAL)
LOUISE F. GOLDSTON

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Carole Findley, a Notary Public of the County and State aforesaid, certify that JULIE WRIGHT, J. D. GOLDSTON, JR. AND LOUISE F. GOLDSTON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 29th day of June, 2009.

My commission expires November 14, 2010.

Carole Findley
Notary Public Carole Findley