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Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1957 PG 1-5

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SUBDIVISION OF LOTS FOR BECKS ESTATES SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, made this the day 8th of AUGUST 2023 by TLE GROUP, LLC, herein called Declarant.

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of certain real property herein described and desires to subject said real property to certain restrictive covenants hereinafter set forth and does hereby declare that the real property hereinafter described is and shall be held, transferred, sold, and conveyed subject to the Covenants and Conditions hereinafter set out.

ARTICLE I DEFINITIONS

Section 1. "Declarant" shall mean and refer to TLE GROUP, LLC, its successors and/or assigns.

Section 2. "Home" shall mean and refer to a dwelling or place of residence constructed upon a lot within the property.

Section 3. "Lot" shall mean and refer to Lots 1 through 7 as shown on the recorded subdivision map entitled "Subdivision for BECKS ESTATES Subdivision" as recorded in Plat Book 52, Page 130, Granville County Registry.

Section 4. " Owner " shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee, or other legal entity.

Section 6. "Property" or "Properties" shall mean and refer to that certain real property on plat and survey of Lots 1 through 7, Subdivision of Lots for TLE GROUP, LLC, as it is developed by Declarant and surveyed, platted, and described in Plat Book 52, Page 130, Granville County Registry.

ARTICLE II BUILDING AND USE RESTRICTIONS

Section 1. All lots shall be used for single family residential purposes only.

Section 2. No home (or other structure permitted by these restrictions) shall be erected, altered, or placed on any lot herein conveyed until the plans and specifications for such have been submitted to and approved in writing by Declarant, or its duly authorized agents or assignees (which shall include, but not be limited to, Lisa Taylor). Such approval shall not be unreasonably withheld and is for the purpose of maintaining architectural continuity in the interest of the orderly development of the subdivision. Failure of the said Declarant or Agent or Assignee to accept the submitted plans within thirty (30) days after submission in writing shall constitute a rejection of said plans.

Section 3. No home may be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling and garage (excluding porches, basement, garages, carports, eaves and other auxiliary structures that shall be erected on said tract) containing not less than 2,000 square feet of living area if a ranch style; 2,300 square feet for 1 1/2 story; and 2,500 square feet if two story. Any variance in square footage must be approved by Declarant, or its agent or assigns.

Section 4. Outbuildings shall be confined to the rear of the lot, shall not be of metal construction and shall be constructed of same materials as main house and shall be harmonious with the home as to the exterior siding color and roof color. All driveways shall be constructed to the North Carolina Department of Transportation specifications. In addition, there is required a 20-foot shared concrete driveway approach between lots 1&2, 3&4, and 5&6 extending from the edge of the state-maintained road and which shall be completed by the completion of construction of the dwelling on said lot. Lot 7 is required to have its own driveway approach. All driveways require a North Carolina Department of Transportation driveway permit.

Section 5. All homes must be stick built. No manufactured or modular homes of any kind shall be parked or placed on any lot. A titled or classified recreational vehicle or boat may be stored on the rear of the property if it is not within public view or placed in an enclosed garage but cannot be used as a residence.

Section 6. No animals of a known aggressive species shall be allowed on any lot. No more than two (2) animals of a large species shall be allowed on any lot. No more than 4 chickens or other fowl shall be allowed on any lot. No animal or fowl shall be allowed to roam, and all animals and fowl shall always be appropriately penned. Dogs, cats, or other household

pets may be kept on any lot so long as sanitary conditions are maintained and they are not kept, bred, or maintained for any commercial purpose. All pets shall be kept in compliance with the Granville County animal control laws. Pets shall be kept so that they shall not be a nuisance or annoyance to other lot owners.

Section 7. Each owner shall maintain all buildings and improvements in a neat and pleasing manner and shall keep the lot free and clear of all tall grass, not to exceed 10" in height around the perimeter of the house. All garbage shall be stored in receptacles that are picked up and disposed of weekly. Debris receptacles shall be out of site from the Bruce Garner Road and screened. All propane, oil and other storage tanks shall be located underground.

Section 8. No part of the lots 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 in a clean and sanitary condition.

Section 9. No water supply system for human consumption or sewage disposal system shall be permitted on any lot herein conveyed unless the location, 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. Upon transfer from Declarant, the owners are responsible for maintaining the permanent engineered stormwater control labeled "Dry Detention Basin" as described in the Stormwater Agreement described in Book 1957, Page 1, Granville County Register of Deeds.

Section 10. No trade, business, or commercial activity of any kind, and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Notwithstanding the foregoing, work at home involving clerical, telecommunication, computer based, or remote work as part of a business located elsewhere shall not be a violation. It must not create additional traffic, noise, or people in the subdivision.

Section 11. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the lot for sale or rent, or signs used by the builder to advertise the lot during the construction and sales period.

Section 12. All homes and yards shall be kept in good order and maintained in a clean and attractive manner. Grass and weeds are to be kept down on all lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner of the lot or lots and is to be done at his or her expense.

Section 13. No loud, prolonged, repetitive, or obnoxious or offensive noises or activities shall be allowed on any lots. Further, no discharging of firearms shall be allowed within the subdivision at any time.

Section 14. No further subdivision of the lots as depicted on the subdivision plat referenced herein shall be allowed unless approved by the Declarant. Only one home per lot shall be allowed. Further, nothing shall be done on any lot which shall become an annoyance or nuisance to adjoining property owners in the subdivision.

Section 15. There shall not be granted across any lot any easements or right—of—ways for ingress, egress or regress to any other adjacent tract or parcel of land with the exception of the easements recorded by Declarant described in Plat Book 52, Page 130.

Section 16. No 18—wheel tractor and no commercial box style trucks/trailers shall be allowed on any lot at any time, nor shall the same be parked in front of any lot on the road right of way. All vehicles located on each lot must be operable and insured, with license tags being current. No junk vehicles are allowed on any lot.

Section 17. All utility lines extending from the public road to the dwelling site shall be underground utilities.

ARTICLE III EASEMENTS

The following portions of the subject lots shall be subject to the following easements or rights of way:

Section 1. A strip or parcel of land five (5) feet in width, beginning at the center edge of the road right of way, extending into the lot along the entire road frontage of each lot, and along each sideline, and ten (10) feet along the rear line of each lot shall be reserved by the Declarant for the purpose of installing and maintaining utilities and the granting of utility easements related thereto.

Section 2. A strip or parcel of land twelve (12) feet in width, extending along the sideline of Lot 1 and across the back of Lots 1 and 2 shall be reserved for future access to the cemetery located behind Lot 2.

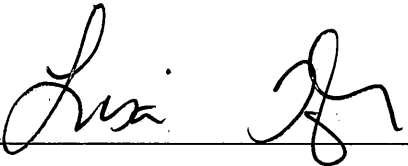
Section 3. The Declarant reserves the right to subject the real property in this subdivision to contract with Wake Electric Membership Cooperation or other appropriate electric service provider for the installation of underground electric cables.

ARTICLE IV GENERAL PROVISIONS

Section 1. Restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument and cannot be altered or changed prior to that date without the written consent of the Declarant, or 80% of the lot owners once the Declarant no longer owns lots in the subdivision. Any amendments must be recorded.

Section 2. Enforcement. The Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these provisions shall not affect any other provisions herein which shall remain in full force and effect.

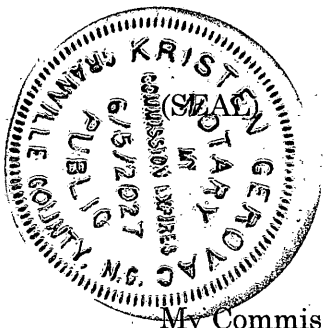


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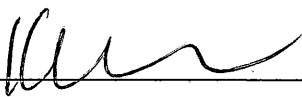
Kristen Gerovac, a Notary Public for said County and State, do hereby certify that Lisa Taylor (TLE Group, LLC Member) personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes set out therein.

Witness my hand and notarial seal, this the 8 day of August 2023.



My Commission Expires:

6/5/27



Notary signature

Kristen Gerovac

Print name of Notary