

made 10-29-92

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NORTH CAROLINA
COUNTY OF GRANVILLE

RESTRICTIVE COVENANTS
NEW LIGHT CREEK SUBDIVISION
PLAT BOOK 13, PAGE 200

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 26 day of OCTOBER, 1992, by JOSEPH D. DAVIS & JAMES FRANCIS MORTON (hereinafter called "Declarant") and PROSPECTIVE PURCHASERS of Lots Nos. 1 through 4, inclusive, as shown and delineated on a plat entitled Davis Park, a subdivision located in Brassfield Township, Granville County, North Carolina, party of the second part;

W I T N E S S E T H:

WHEREAS, the said party of the first part has heretofore acquired title to a certain tract or parcel of land which has been subdivided into lots numbered 1 through 4, inclusive, according to a certain map or plat entitled New Light Creek which said map appears of record in the office of the Register of Deeds of Granville County, in Plat Book 13, Page 200; and,

WHEREAS, the said party of the first part intends to convey said numbered lots as the same are shown and delineated on the above-mentioned map, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more

of said numbered lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any or all of said numbered lots and which shall be binding upon each such person, firm, or corporation to whom or to which the said party of the first part may hereafter convey any of said numbered lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, the said party of the first party hereby covenants and agrees with said Prospective Purchasers that each of the aforementioned numbered lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said numbered lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of said numbered lots, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions.

1. PURPOSES. The restrictions and covenants contained herein are for the purpose of developing a community for safe, healthful and harmonious living in keeping with the uniform plan of development, and are in the interests of public health, conservation and sanitation, to the end that the property described in Article One above and other land in the same locality may be

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benefitted by a decrease of the hazards of pollution and environmental degradation, by the protection of water supplies, wildlife, natural foliage, and the stability and diversity of natural ecosystems. In particular, this means the right to live in a community that is free of harmful chemicals. This ban is not implemented to decrease the use value of this property, but rather to increase the economic value by allowing grater appreciation of property that is free of harmful chemicals.

2. LAND USE AND BUILDING TYPE. Lots may be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot other than for use as a single-family residential dwelling and only one single-family residential dwelling shall be erected or permitted to remain upon any lot except as where in provided by paragraph 3 herein. A private garage, outbuildings as herein expressly permitted, and an overhead story for servant's or guests' quarters not rented, leased or utilized for any remuneration are permitted. No outbuilding shall be erected upon any lot unless same is incidental to the residential use of said lot. The minimum dwelling size for a single dwelling shall be 1,100 square feet of enclosed floor heated area, exclusive of open porches and garages. Now lot in New Light Creek shall be subdivided into smaller lots.

3. TEMPORARY STRUCTURES, MOBILE HOMES, AND MODULAR HOMES. No mobile home may be erected or permitted to remain upon any lot except when the owner of said lot desires or needs to live in a mobile home during the construction of his permanent residence. It

shall be up to the sole and arbitrary discretion of the Architectural Committee to decide whether a mobile or modular home may be placed on a lot during the construction of a permanent residence. However, under no circumstance shall a mobile home be permitted to remain on a lot more than two years from the date of purchase of said lot. In the event that owner places a mobile home upon his lot during the two year construction period, it shall be situated on the interior 35% of the lot.

4. DWELLING QUALITY. All dwellings and outbuildings erected upon any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or of concrete blocks. Any accompanying storage shed or barn shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said lot.

5. ARCHITECTURAL COMMITTEE. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plat showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to the location of the building with respect to topography and finished ground elevation by an Architectural Committee composed of the Declarant, New Light Creek Company, or persons appointed by Declarant or its assigns.

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In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

By establishing an Architectural Committee, Declarant is not trying to impose a homogeneous building style on the subdivision. If the Restrictive Covenants are complied with, approval by the Architectural Committee shall not be unreasonably withheld. Buildings that are out of sight of other lots and out of sight of the roadway, will be given minimal review and owners will be given maximum deference as to architectural style and placement of the dwelling. However, the Architectural Committee does have a strong interest in deciding what types of houses can be seen from the highway and from other houses and will exercise its authority with greater scrutiny with dwellings that will be visible as such. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

6. SETBACK LINES. With the exception of Lot 1 according to Plat Book 13, Page 200, no dwelling shall be erected or permitted to remain nearer than 75 feet to the right of way of any street or road in said subdivision. No dwelling shall be located nearer than 25 feet to any interior lot line or nearer than 60 feet to the rear line of any lot. Accessory buildings must meet setback

requirements and must be subject to the approval of the Architectural Committee. Also, any accessory building cannot be within the 15 foot conservation area as detailed in paragraph 8, and said accessory building must be more than 15 feet away from the 10 foot recreational easement across the rear of each lot as detailed in paragraph 7. Eaves, steps, stoops and fireplace chaises shall not be considered a part of the building for the purposes of interpreting this paragraph of this Declaration. Any error in the placement of structures in an amount less than ten percent (10%) of the setback requirement in question is deemed not to be a violation of this declaration or of the provision of the recorded plat. An error in the placement of structures in excess of ten percent (10%) of the setback requirement in question be waived by the Architectural Committee. Any waiver of setback requirements shall be in writing and recorded in the Register of Deeds of Granville County.

Lot 1 of New Light Creek, Plat Book 13, Page 200, shall not be subject to the setback requirements established above due to the shape and acreage of that lot. Its setback requirements and building location shall be defined at the sole discretion of the Architectural Committee. Notwithstanding the waiver of the setback requirements as to Lot 1, said lot shall be subject to every other article and paragraph of these restrictive covenants.

7. RECREATIONAL EASEMENT. A ten foot recreational easement is reserved across the rear of each lot. This easement is for the use and enjoyment of the lot owners and also for the enjoyment of

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the Declarant and any person who subsequently purchases lots from the Declarant or his assigns. It is the intention of the Declarant to make this recreational easement available to anyone who subsequently purchases lots from him or his assigns out of lands subdivided from the original 214 acre tract now or formerly owned by Joseph D. Davis upon which land declarant now has an option to purchase and develop, as recorded in deed Book 561, Page 238, Granville County Registry.

The ten foot recreational easement shall be used by pedestrians, bicycles; and horses and shall not be used by cars, motorbikes, or any motorized vehicles. Each lot owner shall be responsible for keeping the ten foot easement across the rear of his property unobstructed and clear of fallen branches and other impediments. Within said easement no structure, fence, planting or other materials shall be placed or permitted to remain which damage or interfere with the free flow and movement along said easement. Lot owners cannot cut trees in the fifty (50) feet adjoining said recreational easement. However, they can graze and partially clear land within said fifty (50) foot area and can introduce indigenous fauna and flora in said area.

If any owner of a lot in New Light Creek desires to buy land behind the ten foot recreational easement, he can move said recreational easement so that the easement does not cut obtrusively through the middle of his land, subject to the conditions that the relocation of the recreational easement shall be no more that 500

feet from the existing trail, the new location of the easement shall be subject to the approval of the Architectural Committee, and the new easement be kept in an condition comparable to the rest of the recreational easement.

8. CONSERVATION AREA.

(a) Every lot shall be bordered on its side by a minimum fifteen (15) foot wide area of conservation lands. These lands shall be kept in their natural state subject to management by the processes of nature, except for 1) trails where walking easements exist, and where new trails are established by the mutual consent of adjoining lot owners to facilitate foot travel between lots, 2) septic fields if approved by the Health Department, and 3) driveways if approved by the Declarant. Both dead and live vegetation will remain intact, performing their natural functions. Lot owners may thin tree and shrub growth in the conservation lands to encourage growth of hardwoods, pines, and cedars. Also, lot owners must at all times contain the growth of kudzu not only in the fifteen (15) foot conservation buffer area, but also throughout their whole lot. Lot owners have the right to control said kudzu by any form of weeding, cutting or grazing.

(b) Conservation lands in the fifteen (15) foot lot line buffers have these following conditions:

(1) if two adjoining lot owners desire to cut foot trails between lots, they can do so to facilitate foot travel within the community.

(2) no fences shall be built within the buffers.

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(3) no clearing other than trails and improvements approved by the Architectural Committee are allowed.

(4) no planting of non-indigenous flora is allowed.

(c) Where lot lines extend to a road right of way, the conservation areas shall be measured from the edge of the right of way so that the lot shall have a fifteen (15) foot conservation land buffer regardless of the road or drive. This conservation area can be waived, with the approval of the Architectural Committee, if two adjoining lot owners desire to build a joint driveway along the border of the two lots, or if it is absolutely necessary, in the sole discretion of the Architectural Committee, for an individual lot owner to construct his own driveway through part of the area. If either of the aforementioned exceptions are granted, each lot owner must maintain the rest of the fifteen (15) buffer area along his side lot line as a conservation area as described herein.

(d) The clearing and dedication of road and utility rights of way (presently existing on the property or presently or hereafter reserved by Declarant for access to the various lots) shall be exempt from these declarations, and shall not be considered to be lots or subdivisions of the properties.

9. CUTTING OF TREES. With the exception of; trees located in areas approved as sites for homes, accessory buildings and driveways, no tree above seven (7) inches in diameter may be cut without permission of the Architectural Committee.

10. SATELLITE TELEVISION. There shall be no satellite

television dishes on any residential lot within view of the road or within obvious view of any other lot. Said satellite dishes shall be subject to the same side, front and rear setback requirements as the principal dwelling on each lot.

11. SEWAGE DISPOSAL. Dwellings or other buildings with indoor plumbing of any sort shall have sewage disposal by septic tank constructed to conform to the standards of the State of North Carolina and county sanitary standards; or by community sewer if available. This shall not prohibit systems of other types which reduce excreta and other wastes to odorless and sanitary substances. All septic fields shall be in locations approved by the Architectural Committee.

12. OUTDOOR LIGHTS. No mercury, sodium or other gas vapor lights shall be used away from enclosed buildings unless the light from them cannot be seen on any adjacent property; further, all outdoor lights shall be shaded or hooded in such a way that no direct rays are shown in any area within 25 feet of a property line.

13. SIGNS. No signs, billboards or other advertising device of any kind shall be placed or otherwise installed on any lot, parcel or building within the lands described in Article I above except as herein allowed:

(a) A sign no more than 65 square feet in area and designating the name of this development may be placed at an appropriate place.

(b) A sign of not more than three square feet in area

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may be used to designate parcels for sale.

(c) Signs not more than two square feet may be used to give notice of restrictions to hunters, trespassers or others.

14. MOTOR VEHICLES. In order to preserve freedom from extraneous noises in New Light Creek, no motorcycles, mini bikes, trail bikes or any other unlicensed motor powered leisure vehicles may be operated on any part of these entire premises.

15. FARMING, LIVESTOCK AND POULTRY. Animals, livestock or poultry shall be allowed to be raised, bred, or kept on any lot but only for personal uses and not for commercial breeding or raising. Raising of such livestock is subject to the conditions that 1) no offensive noises or smells are created by the raising of such livestock, and 2) the number of cattle and horses per lot shall not exceed one per acre of lot size.

Organic farming is also permitted on each lot and is not seen as inconsistent with the residential use and nature of each lot.

16. DOGS, CATS AND OTHER PETS. Residents shall control dogs, cats and other pets so that they do not chase or molest children, wildlife, farm animals or become a nuisance on other properties. No commercial kennels shall be operated on the property. Owners are financially responsible for injuries and damages incurred by pets. No Pit Bull Terriers or dangerous wild animals (such as lions, tigers, etc.) shall be permitted for any reason on any lot.

17. PESTICIDES AND HERBICIDES. Storing of toxic chemicals and substances on the property is prohibited. Use of any such toxic chemical or substance is prohibited on the property. Without

permission of the Architectural Committee, no synthetic pesticides (insecticides, herbicides, fungicides or rodenticides) shall be used on any lot or area with the exception of termite control and or unless serious economic damage is imminent and can be avoided in no other way. Declarant or any lot owner shall have the right to seek an injunction against any lot owner which uses the aforementioned pesticides. Any legal costs or court costs incurred in seeking an injunction shall be paid by the lot owner who breaches this prohibition.

18. WASTE. Garbage or waste materials shall be removed from the property regularly. Junk vehicles shall not be allowed in outside storage.

19. HUNTING AND DESTRUCTION OF WILDLIFE. Regardless of governmentally designated seasons, there shall be no hunting of birds, mammals, reptiles, or amphibians on this property with any weapon.

20. TIME. These covenants are to run with the land and shall be binding on all persons acquiring title to any of the aforementioned lots for a period of twenty years from the date of their recording. At that time, the restrictions will be automatically extended for another 20 years unless a majority of the lot owners meet and decide to revoke the restrictive covenants in whole or in part. To effectively revoke the covenants, a written instrument must be executed by a majority of the then owners of said lots and must be duly recorded in the office of the Register of Deeds of Granville County within three months of the

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anniversary date. Notwithstanding this section, these restrictive covenants shall terminate completely after a period of forty years. Restrictions as to land density shall remain in force for forty years regardless of anything previous in this section.

21. ENFORCEMENT. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of side setback or front setback restrictions, the sole remedy of any offended person being a suit for damages. All court costs and legal fees of both parties in an action at law or in equity shall be paid by the non-prevailing party.

22. SEVERABILITY. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

23. ASSIGNMENT BY THE DECLARANT. The Declarant shall have the right to assign its rights under this Declaration in whole or in part to any person or entity by an express transfer of such rights, including but not limited to, the right to transfer its powers under Paragraph 5 above to an architectural committee appointed by the Declarant.

24. ADDITIONAL PROPERTY SUBJECT TO RESTRICTIONS. If the Declarant or his assigns should develop, from time to time, an

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additional tract or additional tracts of land, consisting of any property contiguous to the boundaries of the aforementioned plat or out of any of the lands subdivided from the original 214-acre tract not or formerly owned by Joseph D. Davis upon which land Declarant now has an option to purchase and develop recorded in Deed Book 561, Page 238, Granville County Registry,

then said tract or tracts may also be subject to the restrictions and conditions contained herein. These restrictions may be modified or amended as to those additional tracts of land, but only by a written and recorded document detailing the amendments and other restrictions as they differ from the restrictions and conditions contained herein. As to the additional tract or tracts of land, these restrictions shall also run with the land.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____
President

ATTEST: _____

Secretary (Corporate Seal)

USE BLACK INK ONLY

JOSEPH D. DAVIS (SEAL)

JAMES FRANCIS MORTON (SEAL)

(SEAL)

(SEAL)

NORTH CAROLINA, Granville County.

I, a Notary Public of the County and State aforesaid, certify that _____
JOSEPH D. DAVIS AND JAMES FRANCIS MORTON, Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26 day of October, 1974.

My commission expires: 4-13-76 James Conrady Notary Public

The fore STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of James Conrady

s/are on first page Notary Public of Granville

is (are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register TY

of Deeds of Granville County, N. C. in Book 619, Page 238

This 26 day of October, A. D., 1974 at 10:25 o'clock P. M.

Recorded and verified: By James Conrady Anst. Register of Deeds

30 Rec. Fees \$ _____ Stamps _____ Register of Deeds