


Doc ID: 003403660006 Type: CRP
Recorded: 02/18/2020 at 10:46:00 AM
Fee Amt: \$26.00 Page 1 of 6
Granville County, NC
Kathy M. Taylor Reg of Deeds
BK **1763** PG **870-875**

Prepared by & Return to: James E. Cross, Jr. (klj), a licensed North Carolina Attorney, P.O. Drawer 1168, Oxford, NC 27565

NORTH CAROLINA

GRANVILLE COUNTY

**PROTECTIVE COVENANTS
WOODLAWN SUBDIVISION**

THIS Declaration, made this the 14th day of February, 2020, by **CHEWNING ROAD PROPERTIES, LLC**, a North Carolina Limited Liability Company, hereinafter referred to as ("**Developer**"), and their successors in title to any portion of those lands hereinafter described, parties of the second part;

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants and easements hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof and shall inure to the benefit of and pass and run with said property, and to each and every lot or parcel thereof, and shall apply and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Developer hereby declares that the real property described in and referred in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants and easements set forth below:

ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed subject to the protective covenants and easements set forth in the Articles of this Declaration is located in the Salem Township, Granville County, North Carolina, and is more particularly described as follows:

Seventy-One (71) lots or parcels of land known as Woodlawn Subdivision situate on the north side of SR #1514 (Chewning Road) in Salem Township, Granville County, North Carolina, and being more particularly described as follows:

Seventy-One (71) lots or parcels of land and streets known and designated as **Lots 4-15 and 18-76**, as shown on survey and plat of Lemuel H. Jenkins, P.E. & R.L.S., titled "Woodlawn Subdivision", dated August 7, 1987, of record in **Plat Book 10, page 196**, Granville County Registry, to which reference is hereby made for a more particular description.

For further reference, see Book 881, page 552, and Book 1677, page 633, Granville County Registry.

The real property described in Article I hereof, the "Subdivision", is subjected to the following covenants and easements:

1. **Covenants.** All of the provisions, requirements and restrictions hereinafter set forth shall be construed as covenants running with the land and binding upon the parties hereto and their respective heirs, successors and assigns; it being the purpose and intent hereof that such provisions, requirements and restrictions shall inure to the benefit and advantage of the owners

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of any lot or parcel of land in said Subdivision, and that the same may be enforced and violations hereof restrained by any such owner or owners.

2. **Waiver.** No failure or neglect on the part of any owner of the land embraced in said Subdivision to demand or insist upon the observance of any such provisions, requirements or restrictions or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation or operate as an estoppel to restrain a continuance thereof. Nor shall a waiver of any such provisions, requirements or restrictions in any way be deemed a waiver of any other default, whether of the same or of a different nature.

3. **Use of Property.** The property is restricted to single-family residential use.

4. **Entrance Ways.** No lot shall be used as an entrance way to property not located in this Subdivision.

5. **Animals.** No animals or fowl shall be kept or allowed to remain on any of said lots for commercial purposes, and no animals other than household pets shall be allowed to remain on any of the said lots for any purpose. No swine or other animals which create an offensive odor shall be permitted upon the premises at any time. No pets regarded as vicious or dangerous shall be allowed to remain on any of said lots for any purpose. All dogs must be on a leash or restrained at all times. All dogs shall be kept in a fenced area in the "rear yard" as defined in Paragraph 17.

6. **Obnoxious Items or Activities.** No inoperative, junked or discarded vehicles or other obnoxious unsightly, or unhealthy materials such as discarded tires, appliances, or vehicles shall be allowed on said premises, and no obnoxious activities shall be carried on or allowed upon said premises. No unlicensed vehicle shall be allowed to remain upon any lot for longer than thirty (30) days unless it is stored inside a building.

7. **Motorized Off-Road Vehicles.** No property owner shall allow or permit any resident of his or her household to operate a motorized vehicle (including go-carts, motorbikes, golf carts, or tractors) who is not licensed to operate a motor vehicle on the public streets and highways of the State of North Carolina, or any of the private roads in this Subdivision.

8. **Commercial Use.** None of the lots in this Subdivision shall be used for any commercial purpose with the exception that any lot owner having a dwelling upon such lot may rent said dwelling to a one-family tenant.

9. **Driveways.** All driveways installed to reach said lots must use a pipe in sufficient size and length to meet the State standards then in effect.

10. **Water Wells and Septic Tanks.** All water wells and septic tanks must comply with the Department of Health requirements of Granville County and the State of North Carolina.

11. **Signs and Billboards.** No signs or billboards shall be displayed within the Subdivision with the exception of signage denoting the entrance to the Subdivision and "For Rent" and "For Sale", signs which shall not exceed 2 x 3 feet in size.

12. **Restrictions on Mobile Homes and Use of Trailers.** No single-wide homes shall be erected or placed on any lot covered by these covenants. Off frame modular and or site built homes are permitted on any lot covered by these covenants.

13. **Temporary Structures.** No basement, tent, camper shack, garage, barn or other outbuilding erected on a lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

14. **Minimum Square Footage.** All residential structures located in the Subdivision shall have a minimum of 1,200 square feet of heated living area, exclusive of basements and garages and must have a roof pitch of at least 7 feet of rise for each 12 feet of run, unless otherwise modified and approved by the Property Owners' Association. All such structures shall

have masonry underpinning appropriate for the structure which shall be a part of the plans submitted to the Developer for approval as set forth in a Paragraphs 15 and 16 below.

15. **Outbuildings or Detached Garages.** Any outbuilding or detached garage is to be constructed in architectural conformity with the construction of the residence. Any outbuilding must be located to the rear of the main residence. Such site selection must be submitted to the Developer for approval prior to installation.

16. **Site and Plan Approval.** No building, fence, sidewalk, wall, driveway or other structure or improvement (including swimming pools) shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color and finish plot plan (showing the proposed location of such building or other improvement) and construction schedule shall have been approved in writing by the Developer, its successors, assigns or duly appointed agent (all of whom are hereinafter collectively referred to as "Developer"). Approval or disapproval of such submittals may be based by the Developer upon any grounds, including purely aesthetic considerations, and are therefore in the sole and unrestricted discretion of Developer. Notwithstanding the foregoing, if such submittals are not approved or rejected in written form by Developer within thirty (30) days of the receipt thereof, same shall be deemed approved.

17. **Fences.** Any fencing erected on any lot shall be of a designed and material approved by Developer. The following materials will be considered for approval: black or green chain link, vinyl fences of an approved color, wrought-iron fences, wooden fences and invisible fences. No fence shall be in excess of six-feet tall. Fences are permitted only in the rear yard, and not in the front or side yards. For purposes of this and other paragraphs, the rear yard is defined as that area of the lot lying behind the rear wall of the dwelling and not closer to any side lot or side street than the setback lines for construction. Developer shall also have the right to require that fencing be screened with plantings so that it is not visible from the street(s).

18. **Front Landing and Decks.** All residential structures must have a masonry front landing not less than 6 feet in length x 4 feet in width projecting from the residence, with a covered porch. Any deck built on any lot or attached to any dwelling on a lot shall be constructed of treated lumber or masonry. A copy of any required building permit for all improvements must be delivered to an approved by Developer before the commencement of construction.

19. **Appearance.** Each lot must be maintained in a clean, sanitary, orderly and attractive appearance. Any disturbed soil must be reseeded in a timely manner. No used materials may be used on the outside of any structure. All residential structures must have seamless gutters along the front and rear. No boats, camper units or motor homes may be kept in the front yard of a residential dwelling located in the Subdivision.

Any receiver or transmitter dish designed for television, radio or other communication equipment shall not exceed 19" in diameter and shall be located behind the residential structure at a place so that it is screened from the view of any person traveling on any street within the Subdivision. Such site selection must be submitted to the Developer for approval prior to installation. If a site selection is not approved or rejected by the Developer or their assigns within thirty (30) days of the receipt of the proposed site location, said site location shall be deemed acceptable.

All hobbies and crafts must be contained and conducted within an enclosed building.

20. **Cutting of Trees.** No lot shall be clear cut or substantially cleared of trees without the prior written approval of the Developer.

21. **Underground Utilities and Street Lighting.** Developer reserves the right to subject the property to a contract with Duke Energy Progress or any other utility company providing electrical service, for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment by the individual lot owners. All exterior lighting must be approved by the Developer.

22. **Construction on Lots.** During any construction on any lot, all damage, including mud and debris, caused by such construction must immediately be removed or repairs by the party causing same. During construction, each lot owner must have a gravel area of at least 30 feet in length leading from the development road and serving as the entrance to the lot, in order to keep the Subdivision street free of mud and debris. The cost of repair of damages to the street or any of the portion of the Subdivision caused by a lot owner or his contractors or suppliers shall be the responsibility of said lot owner. The lot owner shall also be responsible for properly landscaping any lot damaged or otherwise disturbed during construction.

23. **Changes to Lots.** The Developer hereby reserves unto itself or its assigns the right to amend or change the boundaries of any lots or make changes in any streets within the Subdivision as long as said change does not interfere with any lot or lots that have been sold by Developer.

24. **Enforcement.** If any lot owner shall violate or attempt to violate the covenants herein contained during the term set out herein or any extension thereof, it shall be lawful for the association as hereinafter defined or for any other person or persons owning any other lots in the Subdivision to prosecute and bring any proceedings in law or equity against the violators, to prevent them from so doing said act, to remove said offending violation or to recover damages for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the provisions, which shall remain in full force and effect.

ARTICLE II

PRIVATE ROADS/UTILITY EASEMENTS

A. Lot Owners of Lots 4-15 and 24-76:

The 50-foot wide private roadways shown and depicted on the plat(s) of this Subdivision shall be built to "Class A" standards as defined by Granville County ordinance and paved. Said private roadways shall be dedicated for the use of the homeowners of all of the lots designated herein or future lots of the Subdivision. A Property Owners' Association (the "Association") is hereby created, independent of the one created by the Original Covenants. An annual meeting of such Association is to be held on the second Monday of each January of each year commencing with the year 2020. The owners of each lot in the Subdivision shall be deemed a member of the property Association and shall be entitled to one vote per lot owned. At the annual meeting, there shall be elected a Board of Directors ("Board") who will serve for one (1) year. The Board shall consist of not less than two (2) members but not more than seven (7) members. The members so elected shall be responsible for contracting and providing for the regulations and maintenance of the private roadways consistent with said "Class A" standards. The costs of any repairs and maintenance contracted by the Board shall be assessed equally to all of the lots set forth above that are represented in the Association. Developer shall not be liable for any assessments for any lots owned by the Developer. In the event a lot owner fails or refuses to pay the proportionate part of the roadway maintenance within ninety (90) days, said proportionate amount shall be considered a lien on that lot. The Association may enforce such payment through civil action to be instituted for such purpose in the General Court of Justice of Granville County, North Carolina.

The street maintenance may not exceed \$200.00 per year per lot, unless otherwise approved by a majority of the owners of Lots 4-15 and 24-76. Notice of payment shall be sent annually to each lot owner. Any payment received thirty (30) days after the due date shall be subject to a \$25.00 late charge.

B. Lot Owners of Lots 18-23:

There is a separate road (Pearson Road) which is part of the Subdivision where Lots 18-23 are located. This road will not be paved to the standards of the above lots and will not be paved like the other roads into the Subdivision. Instead, Pearson Road shall be graveled with rock. The monies received from these lot owners shall specifically be earmarked for this limited use. Funds shall be deposited with the Property Owners' Association, but shall be deposited into and maintained in a separate account for the purposes herein.

Developer shall not be liable for any assessments for any lots owned by the Developer. In the event a lot owner fails or refuses to pay the proportionate part of the roadway maintenance within ninety (90) days, said proportionate amount shall be considered a lien on that lot. The Association may enforce such payment through civil action to be instituted for such purpose in the General Court of Justice of Granville County, North Carolina.

The above road maintenance responsibility shall not exceed \$200.00 per year per lot, unless otherwise approved by a majority of the owners of Lots 18-23. Any payment received thirty (30) days after the due date shall be subject to a \$25.00 late fee.

C. There shall be an easement reserved for the use of all utilities, public and private, to provide service to said Subdivision fifteen (15) feet wide on both sides of the road as shown on said plat. The Developer reserves the right to execute easements to utility companies requesting the same.

ARTICLE II

TERM AND AMENDMENTS

All of the restrictions set forth or provided for in these protective covenants shall be deemed covenants running with the land, and any and every conveyance of any part of the property shall be absolutely subject to the said covenants whether or not it shall be so expressed in the deed or other conveyance thereof. The said covenants shall continue with full force and effect against both the property and the owner thereof, and all persons claiming under them, unless amended as hereinafter provided, until January 2, 2030, after which time they shall be automatically extended for successive periods of ten (10) years. Thereafter, they shall be extended automatically for successive periods of ten (10) years unless by a vote of a majority of the lot owners in the Subdivision with each number lot being granted one vote, it is agreed to change, modify or abolish said covenants.

The Developer reserves the right to amend these protective covenants at any time in its sole discretion until all of the property subject to these covenants is sold by Developer.

IN TESTIMONY WHEREOF, the Developer has hereunto set its hands and seals, the day and year first above written.

This the 14 day of February, 2020.

CHEWNING ROAD PROPERTIES, LLC

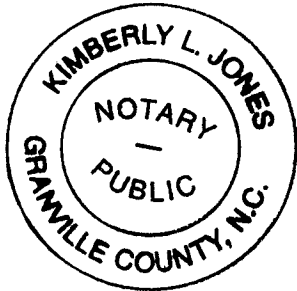
By: Robert H. Blackley, Jr. (SEAL)
Robert H. Blackley, Jr., Member-Manager

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that **Robert H. Blackley, Jr., Member-Manager of Chewning Road Properties, LLC**, a North Carolina Limited Liability Company, personally appeared and signed on behalf of the limited liability company before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 14th day of February, 2020.



Kimberly L. Jones
Notary Public
Kimberly L. Jones
(Type or Print Name)

My Commission Expires: 12-15-2022

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