



Doc ID: 000229510008 Type: CRP
Recorded: 12/07/2007 at 11:45:16 AM
Fee Amt: \$35.00 Page 1 of 8
Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK **1243** PG **484-491**

PREPARED BY AND HOLD FOR: NATHAN M. GARREN.

NORTH CAROLINA
PROTECTIVE COVENANTS FOR CHESLEIGH, PHASE 2
GRANVILLE COUNTY

This declaration of protective covenants made this 6th day of December, 2007, by Crosswind Development, Inc., hereinafter called Declarant, of Granville County, North Carolina.

WITNESSETH:

Whereas, Declarant is the owner of the real property described below and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

Now, therefore, Declarant does hereby declare that the following described real property located in Brassfield Township, Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth. This real property is described as follows:

Being all of Lots 31, 32, 35 through 67 and Lot 72, Chesleigh, Phase 2, as shown on that plat recorded in Plat Book 36, at Page 40, Granville County Registry, reference to which is made for a more particular description of same.

1. All lots will be used for residential purposes only, and each lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two and one half stories in height with an attached two car garage. More than one lot may be used as one building site if approved in writing by Declarant, or such other person designated by Declarant.
2. All single story and ranch dwellings shall have a minimum heated area of 1700 square feet. All one and one-half story and two story dwellings shall have a minimum heated area of 1900 square feet. Yards must be seed and landscaped in front, back, and each side. All stumpage, debris and waste material from construction shall be removed from the lot immediately upon completion of the dwelling. All dwellings shall have a brick or stone veneer wall section on the front exterior of the home.
3. No dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right of way) than 50 feet; nearer to any side street than 25 feet; and no dwelling shall be located less than 15 feet from any side property line, or less than 25 feet from any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, PROVIDED, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site.
4. No dwelling shall be built on or placed on any building site having a width of less than 100 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having less than 40,000 square feet except that a dwelling may be erected on all building sites as shown on said recorded plat regardless of width at minimum building setback line or area in square feet.
5. All dwellings will have brick or stone skirting and partial brick or stone fronts including porches, except a front porch may have brick piers which are filled in between piers with 2 inch flat lattice made of vinyl, plastic, or fiberglass material white in color or painted to match the exterior paint on the house. The exterior walls of each dwelling and its garage shall be of stone, stucco, brick, wood, hardi board or plank, or vinyl siding. All exterior building surfaces must be harmonious in colors, paint and materials in relation to the surrounding structures. All residential dwellings shall have a minimum of 8 feet by 12 feet main roof pitch. No dwelling shall have metal roofing, except for copper accent roofing, logs of any sort, or cinder block, unless used on the exterior foundation and then covered with brick. No dwelling shall be constructed on a slab, including a concrete slab or slab of any other type of material. Each dwelling shall have either a basement or crawl space, or both. All dwellings shall have concrete driveways from street to house. All driveways extending into the road right-of-way must be installed to meet North Carolina Department of Transportation specifications and requirements. All driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete

and have a diameter of 15 inches or more. All driveways are to be graded so that water will drain away from the asphalt street to the pipe and ditch and not onto the street. All walks will be surfaces with either concrete, flagstone, brick or similar paving material. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building. Provided, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site. No mobile homes, single -wide or double-wide or manufactured of any kind, shall allowed.

6. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No heavy duty trucks or tractor trailers may be parked in the subdivision except during construction. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a residence if there is not client or customer traffic to the office. Use of property shall comply with all county zoning requirements. Except for loading and unloading for transportation elsewhere, no dirt bikes, four wheeled or three wheeled off road vehicles, go-carts, similar recreation vehicles, or other noisy may be operated in the subdivision.

7. No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any building site any time as a residence, either temporarily or permanently. No trailer or mobile home shall be placed on any building site covered by these covenants. No inoperable or unlicenced vehicles may be left on any building site.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless these are in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void. Neuse River Basin Rules as adopted by the NC Environmental Management Commission apply to all areas shown on the recorded map as drainageway buffers.

9. Declarant or its designated agent shall review and approve all improvements and construction proposed on any lot. Declarant may appoint an Architectural Committee to perform this function. So long as the Declarant shall own at least one lot in the subdivision, it shall appoint any successor members to the Architectural Committee. At such time, as Declarant shall no longer own a lot in the subdivision, the members of the Architectural Committee and their successors shall be appointed by the Board of Directors of the homeowners association.

10. In the event that a dwelling does not meet proper set back lines in these restrictive covenants, such violation may be waived by the execution and recording of a waiver signed by the Declarant, its designated agent, or the Architectural Committee. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Household pets shall be limited to three for any one property. Further, owners shall not have any household pets which have a dangerous nature that would threaten other person or persons in the neighborhood. Owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other lot owners.

12. No lot or portion shall be dedicated or used for a public street without the consent of the Declarant or its designated agent.

13. No lot in the subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner from splitting a lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot smaller, so long as the smaller lot has at least 40,000 square feet in area and 100 feet of road frontage.

14. Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision. All boats, travel travelers and campers shall be kept in the back yard. No inoperable vehicle shall be kept in the subdivision. If work or repairs are being done on a vehicle, such work or repair shall be done promptly, or the vehicle shall be removed form the subdivision.

15. All telephone, electric and other utility lines and connections between the mail utility lines and residence and other buildings location on each building site shall be concealed and located underground so as not be visible. All LP gas tanks must be buried underground. Notwithstanding this restriction, LP gas tans of one hundred twenty

gallons or less may be above ground provided they are located behind the dwelling and are not visible from the street in front of said dwelling.

16. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence, outside lighting, screen planting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by the Declarant, its designated agent, or the Architectural Committee, or by such other persons designated by the Architectural Committee. No fence, wall, hedge or mass planting shall be erected or permitted to remain on any lot closing to the front line than the back of the dwelling located on the lot. All fences must be five feet off of the side and back property lines. In ground and above ground pools shall be permitted. However, all pools must be properly fenced. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to him, or in any event, if no suit to enjoin the erection of such building has been instituted within thirty days of commencement of construction, such approval will not be required, and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plat plan showing location of house, specifications, and design of driveway. A sketch plan showing approximate locations and design will be acceptable. All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from dirt, mud garbage, trash or other debris resulting from any such construction on his lot.

17. The owner of any building site containing an approved dwelling may erect outbuilding thereon provided that he first submits plans for such outbuilding to the Declarant, its designated agent, or the Architectural Committee, or to such persons designated by the Architectural Committee, or designated otherwise as set forth in preceding paragraph. Such plans shall be approved, or shall be deemed to have been approved as provided in the preceding paragraph. Such plans shall show the location of the proposed outbuilding, the type of exterior building materials, and the proposed use to be made of the outbuilding. An outbuilding shall be defined as a building not attached to the dwelling and must be less than 600 square feet in area. Any outbuilding must have the same roofing material, same color and same type of siding as the dwelling. Any outbuilding must be a one story structure with a wall height not to exceed 14 feet. Specifically, no metal buildings will be allowed.

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18. Each builder shall provide every new home with a uniform color mailbox and post which have been approved by the Declarant, its designated agent, or the Architectural Committee. No other type of mailbox or post may be used. It shall be the responsibility of homeowner to replace any broken or damaged mailboxes or posts. Said mailbox shall be installed by the builder prior to the closing of the sale of the dwelling. Other than complying utilities, drainage facilities, signs, driveways, mailboxes, and paper boxes, no structure or plantings, other than grass, shall be placed or permitted to remain anywhere on the road rights-of-way. The Declarant or its designated agent will have the right to remove any structures or plantings which Declarant or Declarant's designee finds are not in compliance if, upon written notice, the owners does not correct all problems promptly and properly. The purpose of this restriction is to comply with the requirements of the North Carolina Department of Transportation as said requirements relate to taking over this subdivision for maintenance.

19. No communication poles, satellite dishes, exceeding 24 inches in diameter, aerals, "ham" radio towers or other form of communication tower, pole or device will be permitted on any lot. Any satellite dish of less than twenty four inches in diameter must be approved by the Declarant, its designated agent, or the Architectural Committee if it is to be placed in front of the house.

20. Yard ornamentation of concrete or similar materials shall be limited to six items on a lot.

21. These Protective Covenants are subject to being altered, modified, or changed at any time by the Declarant so long as it shall own one or more lots in the subdivision; or, when Declarant shall no longer own a lot, by the owners of sixty five percent or more of the lots in the subdivision. Such changes shall be in writing signed by Declarant, or, if by lot owners, by the necessary number of then, and duly recorded in the proper Granville County Registry.

22. The Declarant reserves the right to subject the real property in this subdivision to contract with Wake Electric Membership Corporation for the installation of street and sign lighting, which shall require a continuing monthly payment to Wake Electric Membership Corporation.

23. The Declarant shall at the appropriate time create a homeowners association for the purpose of enforcing these protective covenants and to assess and collect from each homeowner that annual fee necessary to provide maintenance of the entrance sign, entrance landscaping and to pay the monthly charge to Wake Electric Membership Corporation if any. Any owner of a lot or lots other than the Declarant shall be assessed the annual fee for each lot owned, which if not paid when due shall become a lien against the lot or lots and shall be enforced in accordance with Chapter 47F North Carolina Planned Community Act of the North Carolina General Statutes. So long as the

Declarant owns 25 per cent of the lots in the subdivision, the Declarant in its sole discretion shall set the dollar amount of the homeowner dues. Notwithstanding, the initial homeowner dues for the subdivision shall not exceed \$195.00 for the 2007 calendar year. Each homeowner in the subdivision shall be deemed a member of the association and shall be entitled to one vote for each lot owned at the annual meeting of the association. The first annual meeting of the association shall be held on a date to be fixed by the Declarant.

23. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant in accordance with Chapter 47F North Carolina Planned Community Act of the North Carolina General Statutes. Such action may be either one to restrain a violation or to recover damages. After notice and an opportunity to be heard by the Declarant or the Board of Directors of the homeowners association, a daily penalty in a reasonable amount may be assessed against a lot owner for any continuing violation of the covenants.

24. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

25. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date that they are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

SEE NEXT PAGE FOR EXECUTION AND ACKNOWLEDGEMENT

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IN WITNESS WHEREOF, the Declarant has hereunto set its hand and affixed its seal the day and year first above written.

Crosswind Development, Inc.

By: Nancy R Wynn (SEAL)
Nancy R. Wynn, Vice President

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Nathan M. Garren, a Notary Public, for the County of Granville, State of North Carolina do hereby certify that Nancy R. Wynn, Vice President of Crosswind Development, Inc., a North Carolina corporation, personally appeared before me this day and, for and on behalf of said corporation, acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 6th day of December, 2007.

Nathan M. Garren
Notary Public

My Commission Expires: 10/8/12

