

Book Page
0910 0066

Prepared by and Hold for: Fred B. Amos II, Attorney
Warren, Perry & Anthony, P.L.L.C.
P.O. Box 1187
Wake Forest, NC 27588-1187

NORTH CAROLINA

PROTECTIVE COVENANTS FOR
SILVERLEAF SUBDIVISION

GRANVILLE COUNTY

THIS DECLARATION, made and entered into this ____ day of _____,
2002, by J. E. DAVIS, JR. AND MILDRED P. DAVIS, hereinafter referred to as
"Declarant".

WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land
more particularly described as Lots 1 through 38 Silverleaf Subdivision, as the same are
shown on map and survey recorded in Book of Maps 2002, Page _____, Granville
County Registry;

AND WHEREAS, it is for the mutual benefit of the homeowners, present and
future, in said Silverleaf Subdivision, for Declarant to subject said lot as referenced
hereinabove to the following Protective Covenants;

NOW, THEREFORE, Declarant does hereby declare that all of the properties
referred to above shall be held, sold, and conveyed subject to the following easements,
restrictions, covenants, and conditions which are for the purpose of protecting the value
and desirability of, and which shall run with, the real property and be binding on all
parties having any right, title, or interest in the described properties, or any part thereof,

Mailed to JE Davis Jr. 1022 Woodland Church Rd Youngsville 27596

their heirs, successors, and assigns, for the term of these covenants as set forth below, and shall inure to the benefit of each holder thereof.

ARTICLE I

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a utility purpose for the benefit of this subdivision or access by the Declarant or its successors in interest, except that if any lot is purchased from the developer by an individual lot owner or builder, then said lot must be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars and (with the approval of the Architectural Control Committee) an accessory building or structure for storage or other appropriate use, not in excess of two hundred fifty (250) square feet in area.

Each dwelling must have a private garage for at least two cars and this garage must be a part of or connected to the dwelling. The garage must have its main vehicle entry from the side or rear of the lot and not from the front of the lot. Location of the entry may be waived by the Architectural Control Committee if topography of the lot makes a side or rear entry infeasible.

ARTICLE II

DWELLING SIZE AND DRIVEWAYS. Except with prior written approval of the Architectural Control Committee, no one (1) story residential structure which has an area of less than one thousand eight hundred (1,800) finished, heated square feet, exclusive of porches, breezeways, steps, and garages, shall be erected or placed or permitted to remain on any lot. No one and one-half (1 1/2) story residential structure which has an area of less than two thousand (2,000) finished, heated square feet, exclusive of porches, breezeways, steps, and garages, shall be erected or placed or permitted to remain on any lot. No two (2) story residential structure which has an area of less than two thousand (2,000) finished, heated square feet, exclusive of porches, breezeways, steps, and garages, shall be erected or placed or permitted to remain on any lot. All driveways shall be concrete from street to each house, including parking area. Driveway piping shall be at least twenty (20) feet in width, with a minimum diameter of

Book Page
0910 0068

fifteen (15) inches, unless the Declarant or its successors in interest specifies otherwise. Driveway piping and temporary gravel driveways must be installed before any type of construction is commenced on any lot. All driveways extending into any road right of way must be installed to meet North Carolina Department of Transportation specifications and requirements.

ARTICLE III

SITE AND PLAN APPROVAL. There shall be an Architectural Control Committee that shall have full responsibility for regulating any requirement of these restrictive covenants. The Architectural Control Committee, at its discretion, may waive any of the requirements of these protective covenants concerning the setbacks, location, size, and type of construction of the residential dwelling and any other buildings constructed on the lot. This shall include the right of the Architectural Control Committee to reduce or waive setback lines. In order to maintain architectural beauty in the subdivision and to guard against poorly designed or proportioned structures or landscaping, no building, fence, outside lighting, screen planting, swimming pool, detached building, driveway, parking pad, trash collection facility, animal housing facility, or other structure shall be erected, altered, placed, or allowed to remain on any premises in the subdivision unless approval in writing has been given by the Architectural Control Committee. For approval to be given by the Architectural Control Committee a complete set of building plans, specifications, plot plans or location, design, color scheme, and anything else required by the Architectural Control Committee shall first be submitted to the Committee.

The Architectural Control Committee shall consist of such person, or persons as designed by owners. The Architectural Control Committee shall continue to exist for so long as these restrictive covenants remain in effect. The authority of owners in setting up this Architectural Control Committee may be transferred by a document in writing properly recorded in the Wake County Register of Deeds Office.

ARTICLE IV

EXTERIOR MATERIALS. The exterior walls of each dwelling and its garage shall be of stone, brick, stucco, wood, or hard board. All exterior colors shall first be approved by the Architectural Control Committee. Once approved, no exterior color may

be changed without approval of the Architectural Control Committee. Absolutely no vinyl siding or aluminum siding shall be used on a residential dwelling or any other building in the subdivision. Declarant reserves the right to approve some prefabricated components in some circumstances. Anyone desiring to use prefabricated components in the construction of any dwelling must show such components in words and drawings on the house plans they submit for approval.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front rear, side and interior lines than those applicable setbacks established by the Granville County Zoning Department applicable to the zoning district for the property described in these covenants.

ARTICLE VI

TREES. Under no circumstances whatsoever shall more than twenty-five percent (25%) of the mature trees be removed from any lot without the express written consent of the Architectural Control Committee. Furthermore, the large oak tree at the front of Lot 2 may not be removed unless it becomes a safety hazard.

ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot and five (5) 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 of flow of drainage channels in the easements, or which may obstruct or retire the flow of water through 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 addition, the Declarant reserves the right to assign to the appropriate authorities of Granville County the right to go upon individual lots for the purpose of reading, inspecting, maintaining, and repairing utility meters.

Book Page
0910 0070

ARTICLE VIII

NUISANCES. No noxious or offensive trade or activity 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. No signs or billboards shall be stored or regularly parked on the premises, and no commercial trucks or tractors may be parked regularly upon the premises. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a professional office of any kind, fraternity house, rooming or boarding house, antique or gift shop, shall be carried on upon any lot.

ARTICLE IX

TEMPORARY STRUCTURES. Except as herein before set forth, no trailer, tent, shack, barn, or other out building, except a private garage for not more than three (3) cars, shall be erected or placed on any lot covered by these covenants. Except with the prior written consent of the Architectural Control Committee, no detached garage shall at any time be used for human habitation, either temporarily or permanently.

ARTICLE X

FENCES. No fence, wall, hedge, or mass planting shall be permitted beyond the line extending from the front of the house to either side lot line, except upon approval by the Architectural Control Committee. No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the community, including any lot, without the prior written consent of the Architectural Control Committee. The Committee may issue guidelines detailing acceptable fence styles or specifications, but in no event shall hogwire be approved.

ARTICLE XI

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, doghouses, and greenhouses) shall be placed on any lot without the prior written approval of the Architectural Control Committee, with said committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. Under no circumstances shall metal storage buildings be permitted. All accessory buildings

must conform to the same architectural style as the residence located on the same lot. Carports opening to the front of the house are expressly prohibited hereby.

ARTICLE XII

APPEARANCE. Each owner shall keep his lot free from weeds, tall grass, undergrowth, dead trees, junk, inoperable vehicles, trash and rubbish, and properly maintain the lot so as to present a pleasing appearance within the subdivision. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Declarant and/or the Architectural Control Committee, then Declarant (or its successors in interest), at its option, may have the site cleaned to its or the Architectural Control Committee's satisfaction, and the costs thus incurred shall be the responsibility of the lot owner. The costs of clean-up, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

No ornamental statues of any kind including but not limited to animals, fowl, fountains, or rocks unless approved in writing by the Architectural Control Committee.

All fireplace chimneys shall be masonry construction. Vented or ventless gas logs shall be permitted. Location of satellite television receivers more than eighteen (18) inches in diameter must be approved in writing by the Architectural Control Committee, but in no event shall any receiver more than eighteen (18) inches in diameter be visible from any road within the subdivision. No clothes line shall be permitted if visible from any road within the subdivision. Trash cans must be located as to not be visible from any road within the subdivision. Screening for satellite television receivers, clothes lines, and trash cans are subject to approval by the Architectural Control Committee. Communication towers are expressly prohibited. All primary fuel storage tanks must be placed underground. Home curtain foundation walls are expressly prohibited unless approval for same is first obtained, in writing, from the Architectural Control Committee. Brick mailboxes are expressly prohibited, however, all mailboxes shall be of one common style and color, as determined by the Architectural Control Committee. No inoperable motor vehicles may be parked on any lot if visible from any road within the subdivision. Common cinder block is specifically prohibited for exterior use on

Book Page
0910 0072

dwellings, including exterior foundation, unless covered with brick or stone. Use of logs, in any shape or form, shall not be permitted as exterior building materials.

ARTICLE XIII

MOBILE HOMES. No mobile homes of any type or modular home shall ever be allowed in the subdivision for any reason whatsoever. Only "stick-built" construction shall be permitted. No incomplete structure shall be used as a residence. No trailer, tent, camper unit, or any type of vehicle may be used as a residence, temporarily or permanently.

ARTICLE XIV

ANIMALS. No animals or poultry of any kind, other than ordinary household pets, shall be kept or maintained on any part of said property. Owners with household pets are responsible for their animals and must insure that they do not become a nuisance to other owners in the subdivision. No vicious dog breeds, including but not limited to pit bulls, shall be permitted to be kept on any lot or in any other part of the subdivision under any circumstances.

ARTICLE XV

PARKING. 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 the lots shall not be permitted to park their automobiles on the streets in the subdivision. Owners of lots shall not be permitted to park boats, trailers, campers, commercial vehicles, and all other similar property on the streets in the development, and such property shall not be permitted to be parked where it is visible from any streets within the subdivision.

ARTICLE XVI

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Wake Electric Membership Corporation or its successors in interest for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each lot.

ARTICLE XVII

ROAD MAINTENANCE AGREEMENT. Roads constructed in all phases of this subdivision shall be maintained by Declarant until the State of North Carolina takes over the streets for maintenance.

ARTICLE XVIII

TERM. 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 (25) years from the date these covenants are recorded with the Granville County Register of Deeds Office, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

ARTICLE XIX

ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, and the aggrieved party may request restraint of the violation or damages resulting from said violation.

ARTICLE XX

SEVERABILITY. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no wise 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 these covenants shall not be construed as a waiver of any future enforcement rights.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed on this the day and year first hereinabove written.

J. E. Davis Jr. (SEAL)
J. E. DAVIS, JR.

Mildred P. Davis (SEAL)
MILDRED P. DAVIS

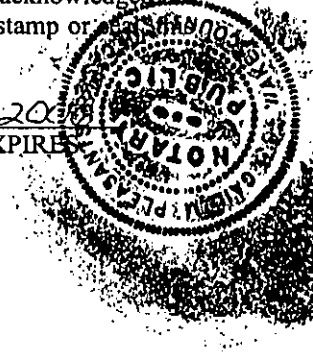
Book Page
0910 0074

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that J. E. DAVIS, JR. and MILDRED P. DAVIS personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp on the 19 day of June, 2002.

Neil M. Pleasant
NOTARY PUBLIC:

10-31-2008
COMMISSION EXPIRES



STATE OF NORTH CAROLINA, GRANVILLE COUNTY
The foregoing certificate of Neil M. Pleasant
_____ a Notary Public
is certified to be correct. This instrument was presented for
registration and filed in this office in Book 910 Page 66
This 26th day of June 20 02 at 10:32 clock AM
Register of Deeds William Cress Querry
by _____ Assistant Deputy ✓

38⁰⁰