

**Restrictive Covenants
Stonefield Subdivision, Phase II**

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NORTH CAROLINA
FRANKLIN COUNTY

**RESTRICTIVE COVENANTS FOR
STONEFIELD SUBDIVISION
PHASE II****KNOW ALL MEN BY THESE PRESENT**

WHEREAS, Developer of the real property described below are desirous of revising and amending all Protective Covenants of record related to said property, Whereas the owners and developers hereby revoke all prior covenants of record related to said property and desire that these 4th revised and amended restrictive covenants control, Further, all of the undersigned own all interests in said property

That Edward S Mitchell and wife, Amy G Mitchell, owners and developers of the hereinafter described lands to be known as Stonefield Subdivision, Phase II (hereinafter occasionally referred to as "Grantor") do hereby covenant and agree to and will all persons, firms, and corporations which may hereafter purchase, acquire, or lease any lot or parcel of land included in the property hereinafter described that the following restrictive covenants shall be applicable to said property during the term hereinafter set forth

See attached Exhibit A for a full description said Exhibit A being incorporated by reference herein as if fully set forth,

- 1 The purpose of these covenants is to provide a uniform plan of development for the subdivision and to enhance the value of each lot therein These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2036, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of those persons then owning a majority of said lots agree to change said covenants in whole or in part
- 2 If the parties hereto, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision as shown on said plat to presecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages for such violations
- 3 Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect

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- 4 All lots in said subdivision as shown on said plat shall be known, used, and described as residential lots only and no part of said lots shall be used for any type of business or store. No structure shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling, except on storage building which is of the same or similar construction as the residence located on said lot.
- 5 None of the lots as shown on said recorded plat shall be re-subdivided so as to create any additional building lots. Where a residence has been erected on a plot consisting of two or more lots, none of the said lots shall thereafter be sold separately if such sale would result in a violation of paragraph 9 below.
- 6 No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. However, a lot owner shall be able to have a small business office within his or her residential dwelling if such office and related business will not create an annoyance or nuisance to the neighborhood.
- 7 No trailer, basement, tent, shack, garage, or other out-building erected on these residential lots shall be at any time used as a residence, temporarily or permanently, nor shall any residence be moved onto a building plot in the subdivision.
- 8 All single story and ranch dwellings shall have a minimum of 1200 square feet of heated area. All one and one-half story dwellings shall have a minimum heated area of 1300 square feet. All two-story dwellings shall have a minimum heated area of 1350 square feet. In computing the amount of heated area, porches, breeze-ways, steps, garages, carports, basements, and walk-up attics shall not be included.
- 9 All homes constructed shall be at least fifty (50) feet from the front property line and shall be located no closer than fifteen (15) feet from the side property line and twenty-five (25) feet from the rear property line. Corner lot requirements shall conform to a fifty (50) foot setback on the front and a thirty (30) foot setback on the side closest to the intersecting street.
- 10 Grantor, being the owner and developer herein named, shall have the right to waive minor violations of these restrictive covenants, vis a vis setbacks and minimum square footage of residential dwellings. A minor violation shall be defined as a variance of ten percent (10%) or less from the stated setback or minimum square footage requirements herein.

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- 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 property for sale or rent, or signs used by the builder to advertise the sale of subdivision lots shall not be prohibited
- 12 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept 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 and shall be placed or stored in an area that cannot be seen from the street. There shall be no burning of trash in the subdivision. Garbage and refuse must be picked up and disposed of at least once a week.
- 13 Grass and weeds are to be kept down on all vacant 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 expense.
- 14 All homes constructed in this subdivision shall be principally of brick, stone, stucco, wood siding, vinyl or similar high quality material. No cement or cinder blocks shall appear above ground level. Foundations should be of brick veneer finish.
- 15 The Grantor reserves an easement of ten (10) feet in width along the rear property line and five (5) feet along the side property line and of each and every lot for present and future utility needs such as telephone, electricity, water, sewer, gas lines or drainage. Any easements which have heretofore been granted by the Grantor or shown on any recorded plat are also reserved.
- 16 No building, fence, sidewalk, wall, drive or other structure or improvements (including swimming pools), shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color and finish plot plans (showing the proposed location of such building or structure, drives and parking areas) and construction schedule have been approved in writing by the Grantor, their survivor, heirs, assigns or duly-appointed agent (hereinafter referred to collectively as "grantor"). Refusal and approval of plans, location, specifications and color schemes may be based by the Grantor upon any grounds, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the grantor, shall seem sufficient. No alteration may be made in such plans after approval except and with the written consent of the Grantor or their agent. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Grantor or their agent. One copy of all plans, specifications, and related data shall be furnished to the Grantor for their records.

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- 17 All driveways will be paved with concrete for a minimum distance of twelve (12) feet, extending from the paved portion of the existing roadway onto the lot. All walks will be surfaced with either asphalt, concrete, flagstone, brick, or similar all-weather material. Each drive and walk must be approved pursuant to paragraph 16 above.
- 18 No automobiles or trucks without valid up-to-date license plates shall be permitted upon said premises unless said automobiles or trucks are kept in an enclosed storage area to the rear of any dwelling, it being the intent of this covenant to prevent unused or abandoned vehicles upon any building lot and to prevent the unsightliness of same. Moreover, the parking of any tractor-trailer rigs and dump trucks on or in front of any dwelling in the subdivision is prohibited. Absolutely no vehicles, boats or other type of personal property shall be placed in front of the residence with a "For Sale" sign upon it or any other such sign or information which might indicate that the property is for sale.
- 19 The property owners may erect in their yards, lamp posts or poles not to exceed eight (8) feet in height, which lamp posts or poles shall be used exclusively for lighting of the premises, and for no other purpose whatsoever. Nothing in this paragraph, however, shall prohibit the erection of security lights on the premises when installed and maintained by a public utility.
- 20 Nothing herein shall restrict or prevent the Grantor, their heirs, successors or assigns, from using any of the said lots as an access easement to and from Stonefield Subdivision Phase I, and any extension of Stonefield Subdivision Phase II or any adjoining subdivisions hereinafter created.
- 21 During construction of the dwelling or during construction of any other approved structures, any damage, including mud clots and debris, caused by such construction must immediately be cleaned up or repaired by the party causing it. During construction, each lot owner shall have a gravel area of at least thirty (30) feet in length leading from the street, as the entrance to the lot, in order to prevent mud and other debris from being tracked onto the street. The cost of repairs for damages to the street or to other properties of the development caused by the owner or his contractors or suppliers shall be paid by the owner. The owner shall also be responsible for re-landscaping the front of any lot damaged during construction.
- 22 The Grantor reserves the right to subject the property in the subdivision, except Lots One through Thirteen, to a contract with Wake Electric Membership Corporation, its assigns and successors in interest, for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or

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a continuing monthly payment to Wake Electric Membership Corporation, its assigns and successors in interest, by the individual lot owners

- 23 No boats, camper units or motor homes whatsoever may be kept in the front yard of a residential dwelling located in the subdivision
- 24 No fencing shall be installed except upon approval of the Grantor. Satellite dishes can only be located behind the residential dwelling and must have a screening wall built on the roadside and behind the dish if such location is visible to the general public
- 25 No animal of any kind may be raised, bred, or kept on any lot for hobby or for commercial purposes. No animal of any kind may be kept, housed, or regularly fed in the subdivision other than dogs, cats, horses, and other household animals as normally found in a residential neighborhood. Any pens, housing or other premises used by animals should be cleaned on a regular basis. Approved animals shall be penned or on a leash and shall not be allowed to roam the neighborhood
- 26 Any hobbies regularly conducted on the premises shall be done inside. Any outside hobbies, such as car repair, boat building, woodworking, those with electrical tools and similar projects shall not be allowed. A separate building for hobbies, detached from the dwelling, shall be constructed only with approval from the Grantor. If a detached building is mainly for a hobby, the Grantor will consider the type of hobby before approving or disapproving the building request
- 27 No motorbikes, go-carts, or three- and four-wheel recreational vehicles shall be operated on lots in the subdivision or on any street in the subdivision. Any other type of motor vehicle or machinery that produces excessively loud noise shall likewise not be allowed in the subdivision. Also, there shall be no yard sales on the lots or streets in the subdivision unless first approved in writing by Grantor
- 28 The type, style, and site locations of each mailbox post and newspaper tubes shall be first approved in writing by the grantor, their survivors, heirs, assigns, or duly appointed agent. The lot owner shall be responsible for the replacement of broken mailboxes and posts. Upon request, Grantor shall provide lot owner with information regarding the replacement of same
- 29 No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining property owners in the subdivision

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IN WITNESS WHEREOF, Grantors have set their hand and seal, this the 5th day of December, 2000

Edward S Mitchell (SEAL)
Edward S Mitchell

Amy G Mitchell (SEAL)
Amy G Mitchell

NORTH CAROLINA
GRANVILLE COUNTY

I, Dorothy K Gupton a Notary Public, in and for the State and County aforesaid, do hereby certify that Edward S Mitchell and wife, Amy G Mitchell, personally appeared before me this day and acknowledged the execution of the foregoing instrument

Witness my hand and Notarial Seal, this the 5th day of December, 2000



Dorothy K Gupton
Notary Public

My commission expires 5-12-2001

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Dorothy K. Gupton, a Notar(y) (ies) Public,

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 of Deeds of Franklin County, N.C. in Book 1196, Page(s) 479-485

Thus 12th day of December, A.D. 2000, at 11:35 o'clock A. M.

Linda H. Stone, REGISTER OF DEEDS

By

Shirley H. Stone
Asst Deputy Register of Deeds

EXHIBIT A
RESTRICTIVE COVENANTS FOR STONEFIELD SUBDIVISION, PHASE II

Being all of that certain tract of land being located in Franklinton Township, Franklin County and Brassfield Township, Granville County as shown on that certain plat recorded in Map Book 2000 Page 405 of the Franklin County Registry of Deeds and recorded in Map Book 25 Page 196 of the Granville County Registry of Deeds