

BK 2334 PG 1812 - 1818 (7) DOC# 10075498  
This Document eRecorded: 05/22/2023 03:30:27 PM  
Fee: \$26.00 Tax: \$0.00  
Franklin County, North Carolina  
Brandi Smith Brinson, Register of Deeds

Prepared by and return to: Chandler Gibson PLLC, 123 S. White Street, Ste. 200, Wake Forest,  
NC 27587

NORTH CAROLINA  
FRANKLIN COUNTY

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
RECOMBINATION SURVEY PGJG  
INVESTMENTS LLC

THIS DECLARATION of Protective Covenants is made this the 22 day of MAY, 2023,  
by COLEBROOKE CUSTOM HOMES, LLC, a North Carolina Limited Liability Company and  
ROOST BUILDING COMPANY INC, a North Carolina Corporation.

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of Lots 1, 2, 3, and 4 as shown on that  
Recombination Survey in the County of Franklin, State of North Carolina, prepared for PGJG  
Investments LLC, as shown on map recorded in Map Book 2022, Pages 208, Franklin County  
Registry and desires to subject said real property to certain Protective Covenants as hereinafter set  
forth.

WHEREAS, it is in the best interest of Declarants and to the benefit, interest and advantage  
of every party hereafter acquiring any of the described property that certain covenants, conditions,  
easements, assessments, liens, and restrictions governing and regulating the use and occupancy of  
the Property be established;

NOW THEREFORE, Declarants, for themselves, their successors and assigns, do hereby  
covenant and agree with all persons, firms, and corporations who or which acquire any interest in  
or title to any of the real property hereinafter described, as an inducement to said property, that the

property and each and every lot described below are hereby made subject to the following Restrictive Covenants as to the development, improvement, and use thereof, by whomsoever owned. The real estate which is the subject of these Protective Covenants is described as:

**Being all of Tract 1, 2, 3, and 4, according to the survey entitled, "Recombination Survey prepared for PGJG Investments LLC" dated 04/26/2022, prepared by Timmons Group in Plat Book 2022, Page 208, Franklin County Registry, which Lots are subject to the following covenants and restrictions as to the use thereof, running with said properties by whosesoever owned, to wit:**

1. All of the lots will be used for residential purposes except lots may be used for commercial purposes so long as lots are used for commercial storage only. However, all commercial materials shall be confined to a dwelling or storage shed. No building, fence, wall, other structure, or Improvement shall be commenced, erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height, an attached garage for not more than three cars and one approved detached storage shed. Nor shall any exterior addition to, or alteration therein, be made, nor shall any repair be made thereto, nor shall any building, wall, fence, other structure, or improvement be rebuilt or restored after destruction by any hazard or otherwise, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Declarants.
2. The exterior of all dwellings must be finished not later than one year from the date construction begins. All dwellings must have a brick foundation wall or slab stem wall with brick on front elevation. Side and rear walls may be parged. Electrical service to all buildings shall be underground electrical service.
3. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building or other structure (including TV satellite dishes, which shall be no larger than twenty-four inches (24") and swimming pools) shall be erected, altered, placed or permitted to remain on any Lot, until the building plans, specifications, and plot plan showing the location of every such building or structure has been submitted to the Declarant for its review and its written approval. The plan shall show elevations, type of exterior materials to be used, exterior lines, and a general interior plan. In the event the Declarants fail to approve or disapprove such design within thirty days after said plans have been submitted to it or in the event that suit to enjoin the erection of such structure has not 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.
4. All driveways shall be paved and the paving material shall be either concrete or asphalt. Driveway drainage pipe within the right of way of public roads shall be installed in accordance with N.C. Department of Transportation specifications.

5. **Building Location.** No buildings shall be located on any Lot nearer to the front lot line than thirty feet (30'). No building or structure shall be located nearer than ten feet (10') to any interior lot line. For the purpose of this covenant, eaves and overhangs, chimney chases, patios, decks, 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 building on a Lot to encroach upon another Lot.
6. **Dwelling Size.** No single story residential structure which has an area of less than 1100 square feet of heated and cooled space, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any Lot, however heated and completed basement space may be utilized to determine square feet of heated and cooled space, and no residential structure in excess of a single story which has an area of less than 900 square feet of heated and cooled space on the first story ground level, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any Lot.
7. **Franklin County rules, regulations, and ordinances regarding setbacks and side yards take precedence over Declarant's Covenants.** Declarant reserves the right to waive violations of any setbacks and side yard requirements of these Covenants in the event said requirements render a lot unusable because of well and septic location.
8. **No Lot shall not be re-subdivided, except that the Declarant reserves the right to adjust the location of the various lot lines as may be necessary to assure the usability of a particular Lot.**
9. **Each Lot shall have its own well or other approved water source and septic tank or other approved waste disposal system.** All water sources and waste disposal systems must comply with the standards set forth by the Franklin County Health Department. All trash and garbage must be disposed of by a method approved by the Franklin County Health Department or through a duly franchised waste disposal service operating in Franklin County. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.
10. **No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.** No inoperable, unlicensed, unregistered or junk motor or recreational vehicles or equipment of any kind may be located on any Lot. All motor or recreational vehicles or equipment must be validly and currently registered in the State of North Carolina.
11. **Each owner shall keep his/her building sit free of tall grass and weeds, undergrowth, dead trees, trash, rubbish, and the property shall be maintained so as to present a pleasing appearance.** If, in the opinion of Declarant, an owner is not properly maintaining his building as provided, the Declarant may have the required work done, and the costs thus incurred shall be paid by the owner, with enforcement pursuant to

section 17 and 18. Each owner shall also be responsible for maintaining and mowing all unpaved areas in front of that owner's lot that might be within the right-of-way of the streets within said subdivision. The drying of clothes in public view is prohibited.

12. No shelter of a temporary or permanent character, such as but not limited to, a trailer, basement, tent, shack, garage or barn shall be used on any Lot at any time as a residence, either temporary or permanent.
13. No mobile, manufactured single-wide or double-wide, modular, or log cabin homes are allowed onto any Lot for any purpose. All dwellings must be custom built to Franklin County building code standards with a minimum roof slope of 7:12.
14. In the event that a dwelling is constructed nearer to the adjacent Lot than is permitted by these restrictive covenants, but not nearer than ten feet to such line, such violation may be waived by recording in the Franklin County Registry an instrument in writing executed by the Declarant and by the owners of the adjacent Lot on the side on which the violation occurs. Upon the execution and recordation of such waiver, said violation shall not thereafter be deemed existing.
15. No animals, livestock, or poultry of any kind, except for a maximum of 10 Chickens (no Roosters), shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose.
16. No Lot or portion thereof shall be dedicated for use for a public street without the written consent of the Declarant, its successors or assigns.
17. 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. Such action may be either one to restrain a violation or to recover damages. These covenants may be enforced by the owner of any Lot described herein or by the Declarant.
18. 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.
19. 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 that date of recordation. Thereafter said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.
20. The Declarant hereby reserves the right to grant general utility service easements to any public utility desiring to provide service of such utilities to the subdivision or any individual Lot located in the same. The Declarant reserves surface water drainage easements wherever the same may be necessary for proper maintenance of the roads and driveways, and the right to direct water from its natural course to a more suitable

course within the subdivision whenever it deems the same to be necessary or desirable. Declarant specifically reserves and dedicates the drainage and other easements shown on the subdivision plats. The Declarant further reserves the right to amend these covenants as it deems appropriate during anytime that it owns one or more of the Lots.

21. Road Maintenance Agreement:

- a. A forty-five foot wide ingress and egress easement is hereby declared and dedicated as shown in Map Book 2022 Page 208, Franklin County Registry, and labeled "Blue Jay Lane 45' Private Road" (hereinafter referred to as the "Road").
- b. The maintenance of said Road shall be the responsibility of all lot owners and shall be maintained and kept in a passable manner at all times. The cost of such maintenance shall be shared equally with each lot owner paying 1/4 of the cost of such maintenance or repairs and as further set forth herein.
- c. It is expressly understood and agreed that the parties shall have the right of ingress to and egress along the entirety of the Road for the purpose of maintaining said Road according to the terms of this agreement.
- d. The owners, their heirs, personal representatives, successors, and assigns, shall continually maintain said Road and to perform repairs so as to maintain the Road in good and safe condition in accordance with standards set forth below. The owners shall share in the cost of such maintenance and repair pro rata based upon the number of lots owned, regardless of the size of any particular lot or distance traveled over the Road; provided, however, that in the event that an owner's agent or business or professional invitee causes damages to the Road other than ordinary wear and tear, said owner shall be required to repair such damage and bear the cost thereof exclusively; provided further, in the event of further subdivision of the above-listed lots, each of the resulting lots so created that have an easement or right of use of the Road shall share in the cost and maintenance and repair on a pro rata basis with all of the other lots.
- e. Per the above paragraph the road maintenance cost shall be divided as follows:
  - i. 1/4 of cost- Real Estate ID 035607 (Tract 1)
  - ii. 1/4 of cost- Real Estate ID 035606 (Tract 2)
  - iii. 1/4 of cost- Real Estate ID 035605 (Tract 3)
  - iv. 1/4 of cost- Real Estate ID 035604 (Tract 4)
- f. The terms "maintenance" and "repair" shall include, but not be limited to, repairing the Road surface, adding stone, clearing obstructions, grading or scraping the Road as necessary, cleaning or re-cutting ditches as necessary, trimming brush along the roadside, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the Road in a condition that will allow for reasonable and safe access of standard passenger vehicles. A majority vote of Lot owners is required for any road improvements or repairs. Each owner shall receive 1 vote per Lot owned, except that Declarant shall have 2 votes per Lot owned. Before authorizing expenditures for future road improvements or repairs, Lot owners

authorizing expenditures for future road improvements or repairs, Lot owners shall receive cost estimates and a majority agreement will be required. If any Lot owner performs improvements, maintenance, repairs, or replacements without approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.

- g. Should any of the owners fail to pay the pro rata share of costs and expenses as provided in this Agreement, then any owner or their agent shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such owners in accordance with the provisions of NC Law, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current judiciary rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney's fees.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

COLEBROOKE CUSTOM HOMES, LLC

By:

  
DUSTIN MOORE, MEMBER/MANAGER

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that DUSTIN MOORE personally appeared before me this day and acknowledged that he is the Member/Manager of ColeBrooke Custom Homes LLC, a North Carolina Limited Liability Company, and that he as Member/Manager, being authorized to do so, executed the foregoing on behalf of the Company.

Date:

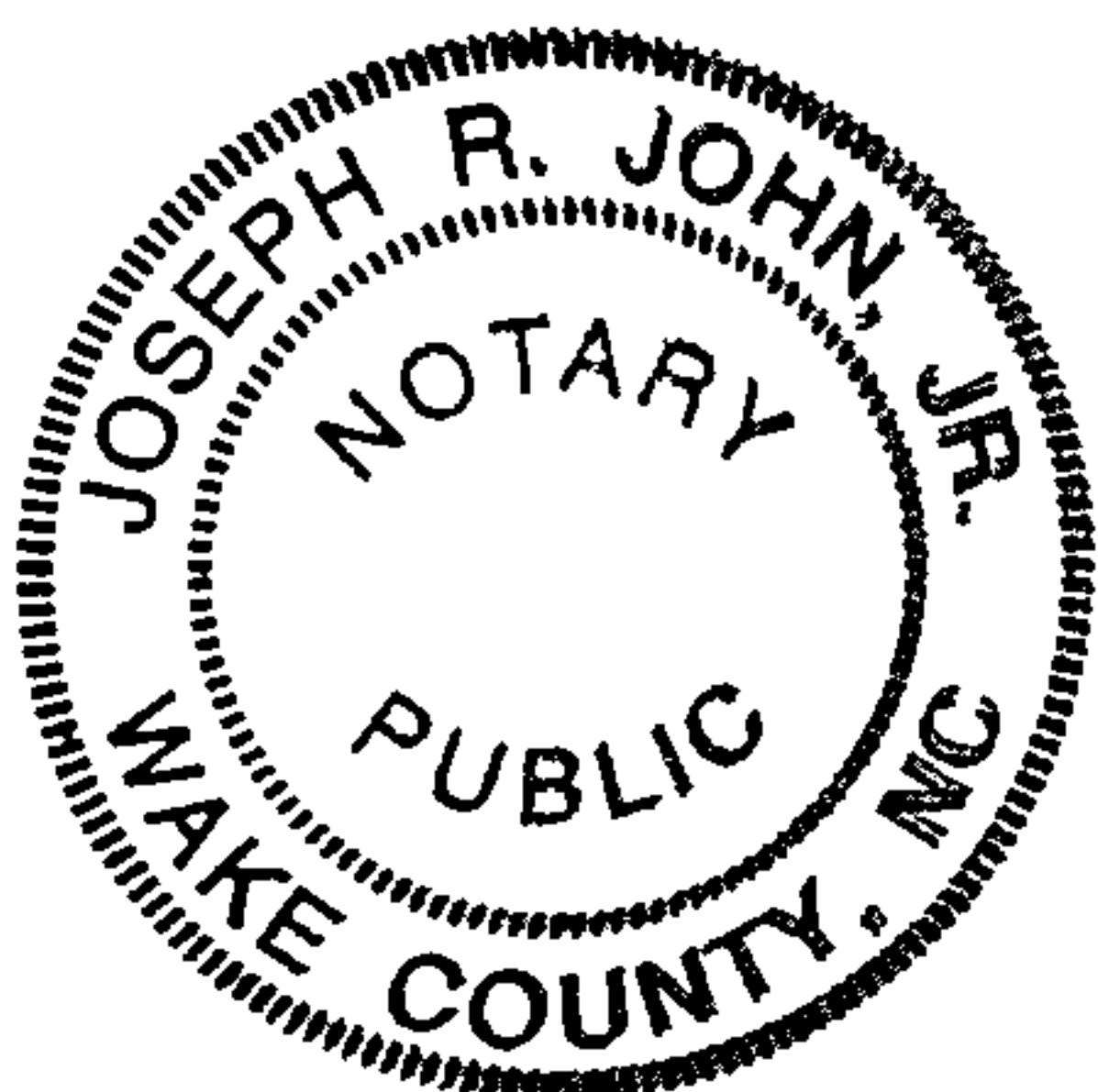
5/8/2023

  
Signature of Notary Public

Joseph R. John Sr  
Printed Name of Notary Public

My commission expires:

9-16-2024



IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

**ROOST BUILDING COMPANY INC.**

By: \_\_\_\_\_

**BRANDON WIGGINS, PRESIDENT**

STATE OF NORTH CAROLINA  
COUNTY OF Wake

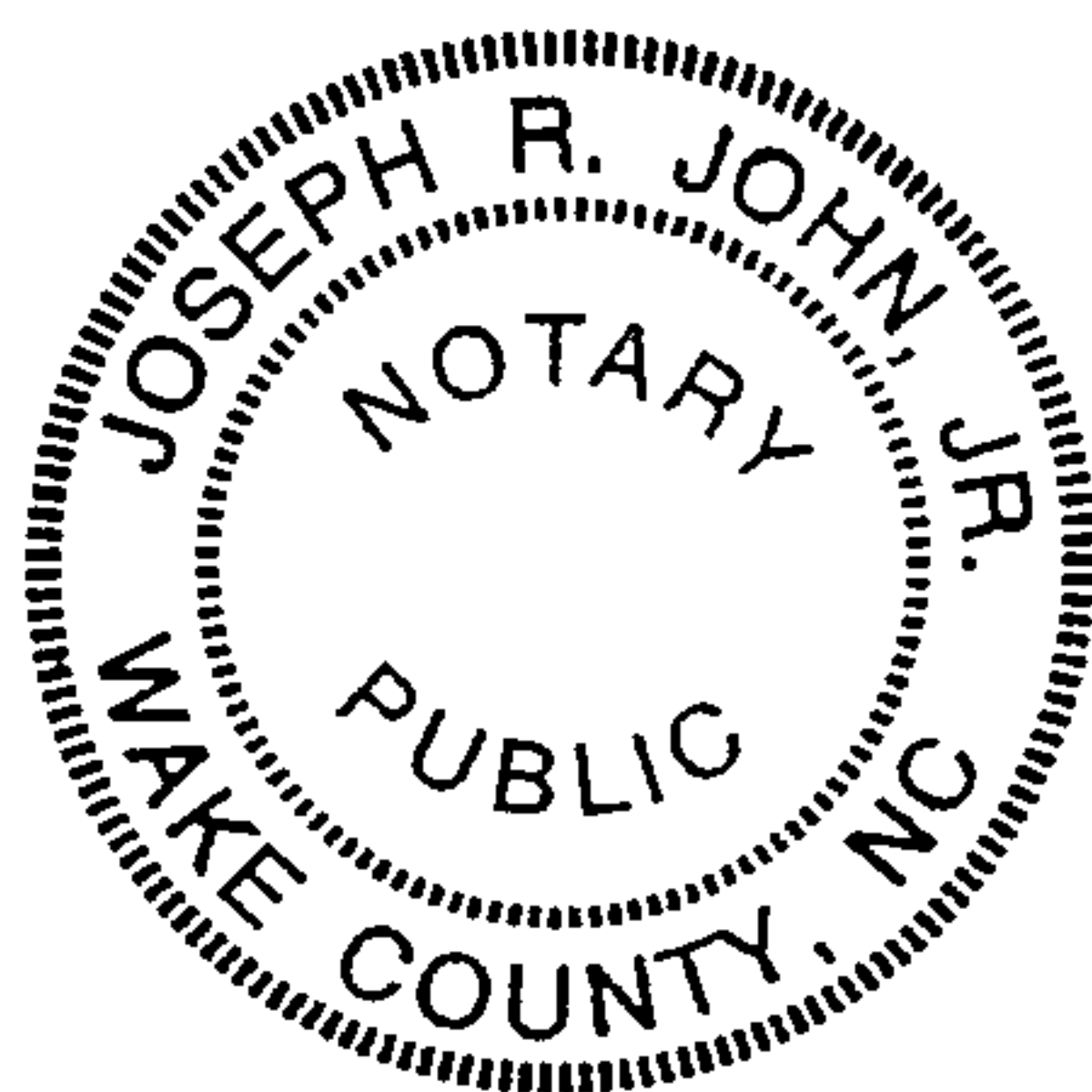
I, the undersigned Notary Public of the County and State aforesaid, certify that BRANDON WIGGINS personally appeared before me this day and acknowledged that he is the President of Roost Building Company Inc., a North Carolina Corporation and that he as President, being authorized to do so, executed the foregoing on behalf of the Company.

Date: 5/19/2023

\_\_\_\_\_  
Signature of Notary Public

Joseph R. John Sr  
Printed Name of Notary Public

My commission expires: 9-16-2024



(Official Seal)