

## **Rogers Pointe Subdivision Restrictive Covenants**

Know all by these present that John B. Braddy and Dudley B. Williams, DBA Rogers Pointe Development, owner and developer of the following described tract or parcel of land known as Rogers Pointe Subdivision, do hereby covenant and agree with 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:

1. That the tract or parcel of land which is the subject of these Restrictive Covenants is described as follows:

A certain tract or parcel of land situated in Dutchville Township, Granville County, North Carolina, and known and designated as "Rogers Pointe Subdivision" a map of which is recorded in the office of the Registrar of Deeds of Granville County in Map Book 23, Page 43, to which reference is made for a more particular description.
2. By purchase of a lot in the Rogers Pointe Subdivision, the buyer agrees to and becomes a member of the Rogers Pointe Property Owners' Association. This association shall organize and act as necessary to provide for the mutual road maintenance, safety, security, recreation, peaceful enjoyment, and such other matters as the members deem mutually necessary or desirable. Home Owners Association will assess home and lot owners an annual fee to be determined by the Board of Directors. Street maintenance, mowing common areas, and street lighting will be paid for out of these funds, plus any additional common items that are required for the common good of the tenants of Rogers Pointe.
3. The lots in Rogers Pointe Subdivision are served by public roads as shown on the subdivision plat. The roads have been dedicated for use by all the lot owners in the subdivision. There is hereby created a Rogers Pointe Subdivision Property Owners' Association for the purpose of establishing rules and regulations governing the use of the roads and for the maintenance and upkeep of the same, and to enforce the protective covenants for the subdivision. Each of the owners of the lots in the subdivision shall be deemed a member of the Property Owners' Association and shall be entitled to ONE vote per lot owned at the annual meeting of the association.

The date and time for the annual meetings shall be fixed by the Board of Directors. At each annual meeting, there shall be elected a Board of Directors for the association consisting of at least three members and the Board of Directors so elected shall be responsible for contracting and providing for road maintenance and regulations. Pending the first annual meeting, a temporary Board shall be appointed by the Declarant to serve until their successors are duly elected. The temporary board, in addition to providing for interim road maintenance, shall prepare and present a proposed set of laws for the association at the first annual meeting. Declarant shall render technical assistance in preparing the proposed Bylaws.

The cost of any repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all lots in the subdivision. Any sums levied by the association that remain unpaid shall become a lien against the member's lot subordinate only to ad-valorem taxes and mortgage liens, and may be collected by the Association through civil action instituted for such purpose.
4. The owner of Rogers Pointe shall install and stabilize public interior subdivision roads within the 60 foot right-of-way as shown on the plat of said property. The maintenance and/or upgrading of such roads shall become the responsibility of the property owners on a per lot prorated basis. Roads will be turned over to DOT as soon as possible.
5. Each property owner shall be responsible for installing a suitable pipe at his driveway entry to ensure proper drainage. Pipe shall be at least 15 inches in diameter. Said driveways shall be graveled before construction begins. There are lots where driveway pipe is not required. All drives are to be paved.
6. Any road damage caused by construction vehicles shall be the responsibility of the builder and lot owner to restore the road to its original condition.

7. This property shall be used for single family residential purposes only. Use of said premises shall be the same as the use provided for by the Granville County zoning regulations, as may be amended, for Class A Home Occupation.
8. Phase 1: The main body of each single family dwelling, exclusive of garages, porches, breeze ways, or terraces shall contain at least 1300 square feet of floor space if the structure is a 1 or 1½ story building, and at least 1400 square feet of floor space if the structure is a two-story building. All plans and specifications shall be submitted to and approved by developers prior to the commencement of construction.  
  
Phase 2: Shall have the same restrictions as Phase 1 except one story buildings shall have 1400 square feet of floor space and at least 1600 square feet of floor space for two-story buildings.
9. No residence or any other building shall be erected within 20 feet of any front property line, rear property line, nor within 10 feet of any interior property line.
10. No structure of a temporary character, house trailer, basement, tent, or outbuilding shall be used as a temporary or permanent residence. No outbuilding may be constructed without the approval of the Association and the Granville County Planning Department.
11. No obnoxious or offensive or unlawful activity shall be carried on upon said lot, nor shall anything be done thereon which may be a nuisance to the neighborhood.
12. Only one primary dwelling shall be located on each lot and no lot shall be subdivided without the written consent of the developer, his heirs, assigns, or devisees.
13. All exposed foundations of residences constructed on the property shall be of brick, unless approved by the developer.
14. No dumping shall be permitted on the property and all trash and garbage must be kept in containers, concealed from public view and disposed of in a manner approved by the Granville County Health Department.
15. Other than private passenger vehicles, vans, or trucks less than ¾ ton, all of which must be licensed and in operative condition, restrictive vehicles or equipment shall not be parked or situated on the streets, driveways and lots of the subdivision on a regular, routine, or continual basis except when sheltered within a garage or otherwise screened from public view, from neighboring lots or adjoining streets by fencing approved by the Architectural Control Committee.

The Association shall not be required to provide a storage area for restrictive vehicles or equipment. The following restricted vehicles or equipment shall require written approval by permit from the Property Committee for any period in excess of seventy two (72) hours:

- a) Any commercial/industrial vehicles or equipment, such as, but not limited to, commercial trucks greater than ¾ ton, tractors, moving vans, trailer vans, construction trailers, office trailers, utility trailers, wreckers, buses, dumpsters, or mobile storage containers.
- b) Any recreational vehicles, house trailers, horse trailers, travel trailers, motor homes, boats, boating equipment, or camping equipment.

The Board of Directors of the Association shall promulgate the rules and regulations by which the Property Committee shall issue permits for restricted vehicles or equipment. Any restricted vehicles or equipment approved by the Property Committee shall remain subject to the lot neatness requirements of these covenants.

16. No inoperable or junk motor vehicles or equipment of any kind may be located on the property.
17. Sanitary sewer and water will be provided as the only source of such services. A lot owner may drill a well on a lot for irrigation purposes only.
18. There shall be no hunting or use of firearms in the subdivision.
19. Easements for utilities to serve the lots of Rogers Pointe Subdivision are reserved by the developer, which shall normally be 10 feet in width along the street right of way.
20. These protective covenants shall remain in full force and effect and be binding on the property for a period of thirty (30) years from the date of this deed, after which time they shall be automatically extended for successive periods of 5 years each, unless by a vote of the majority of the lot owners in the subdivision and by the consent of the developer, it is agreed to change, modify or abolish the covenants.
21. These protective covenants shall run with and be a part of the title to the property. Invalidity of any one or a portion of these covenants shall not effect any other covenants, which shall remain in full force and effect.
22. These protective covenants may be enforced by individual lot owner, the developer, or the Rogers Pointe Subdivision Property Association.
23. No speed bumps shall be constructed
24. No development that will increase the built upon areas, as defined in paragraphs 27 and 28, will be allowed without the consent of the developer or the Rogers Pointe Subdivision Property Owners' Association. A permit must be obtained for any development as defined in paragraph 28 from the Granville County Planning Department before any construction.
25. All lots or home sites shall be kept in a neat and orderly manner, including but not limited to causing shrubbery to be trimmed to avoid excessive heights, promptly removing dead shrubs and broken tree limbs, cutting grass and removing rubbish. Grass shall not be allowed to exceed the height of eight (8) inches.
26. No more than 2 dogs per family will be permitted. Owners must control pets at all times, and assure that pets are not a nuisance. No dog pens or chained link fences shall be permitted. All dogs are to be housed indoors unless approved privacy fence is erected.
27. "Built upon area." Built upon areas shall include that portion of a development project that is covered by impervious or partially impervious cover including buildings, structures, pavement, concrete, gravel roads, vehicle parking areas and travelways, compacted soils, sidewalks, recreational facilities (e.g. tennis courts), etc. (Note: wooden slatted decks and the water area of swimming pools and water bodies are considered pervious).
28. "Development." Any land disturbing activity which adds to or changes the amount of impervious or partially impervious cover on a land area or which otherwise decreases the infiltration of precipitation into the soil.
29. Any changes in Exterior Appearance of homes must meet approval of Architectural Control Committee. ie, siding color, shingle color, etc.

IN TESTIMONY WHEREOF, John B. Braddy and Dudley B. Williams DBA as Rogers Pointe Development, has hereunto set his hand and seal this 16<sup>th</sup> day of March 1999.