

Return to *Julie Wright*
6604 Six Forks Rd - 104
Raleigh, NC 27615

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NORTH CAROLINA
GRANVILLE COUNTY

**AMENDED PROTECTIVE COVENANTS
AND RESTRICTIONS FOR WHEELER
POND SUBDIVISION**

This AMENDED declaration of protective covenants and restrictions for Wheeler Pond Subdivision is made the ____ day of _____, 2001, by Joel Panara and wife, Hope Panara of Granville County, North Carolina and Cynthia Walker of Granville County, North Carolina, herein called "Declarants":

WITNESSETH:

WHEREAS, the Declarants are the owners of certain real property hereinafter described and they desire to subject said real property to certain protective covenants and restrictions as hereinafter set forth, and said Declarants further desire to reserve unto themselves certain easements in connection with the property; and

WHEREAS, the Declarants desire to provide for an attractive, orderly and well maintained residential subdivision; and

WHEREAS, covenants and restrictions on the herein described lots were recorded in Deed Book 838 Page 527; and

WHEREAS, several lots have been sold since the recording of the Covenants and Restrictions and said owners have joined in these amendments to the Covenants and Restrictions for Wheeler Ponds Subdivision.

NOW THEREFORE the Declarants hereby declare that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the protective covenants and restrictions hereinafter set out. The real estate which is the subject of these protective covenants and restrictions is described as Lots No. 1 - 27 , inclusive as shown on the map of Wheeler Pond Subdivision dated January 22, 2001 by Ben L. Bryan, P.A. RLS and recorded in Plat Book 25, page 271, Granville County Registry. The protective covenants and restrictions hereby declared are as follows:

1. All lots shall be used for residential purposes as defined by Granville County zoning ordinances with single family dwellings; however, the developer reserves the right to use any lot or portion thereof as a well lot. Each dwelling must contain at least 1720 sq. feet, exclusive of garage.
2. Prior to construction, the complete set of plans and specifications for any dwelling, building, fencing, mailbox, driveway, garage, parking area to be placed on any lot which plans and specifications will include design, color, materials, location on lot and landscaping plan shall be given to the Declarant or assigns for approval. The Declarants reserve the right to approve or deny such plans in their discretion. A concrete driveway in accordance with DOT specifications is required; however, on lots 16, 18, 26, and 27 the driveway required may be altered by the Declarants or their assigns. Failure of Declarant or assigns to reject a plan within thirty (30) days after submission to them in writing shall constitute approval.

mailed 1-15-02 Julie Wright, 6604 Six Forks Rd. - 104, Raleigh, NC 27615

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Declarants reserve the right to approve the plans for construction on all of the lots, even after 50% have been sold and the Property Owners' Association is formed.

3. No inoperable or junk motor vehicles or equipment of any kind may be located on the property. No boats, campers, or motor homes shall be allowed to be kept in the front yard. Signs of a size greater than 24"x24" shall not be permitted within the subdivision.
4. No animals of any kind shall be kept on any lot except those household animals normally found in a residential neighborhood. Any pens or housing used by the animals shall be regularly cleaned. Approved animals shall be penned or on a leash and shall not be allowed to roam. There shall be no commercial raising of animals. No more than two (2) large dogs shall be allowed. No animals of an aggressive specie shall be allowed.
5. No chain link fencing of any type shall be permitted on any lot. Any additional structures or fencing added to a lot shall be submitted for to Declarants for approval.
6. Each owner shall maintain all buildings on his lot in a neat and pleasing manner; and shall keep the lot free and clear of all tall grass, unsightly undergrowth, dead trees and bushes, trash and rubbish. The owner of each lot shall maintain a grassed lawn area on the shoulders and slopes along his lot adjacent to the paved streets in the subdivision; and shall maintain and replant as needed all grass, ornamental trees and shrubs which shall be placed on the cleared area along the streets. In the event an owner does not properly maintain his building site and the adjacent shoulders and slopes as above provided, then the Declarant or Homeowners Association may have the required work done and the costs thus incurred shall be paid by the owner.
7. 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.
8. No mobile or manufactured homes of any type may be placed on any lot for any purpose, and no incomplete structures, trailer, tents, or camper units shall be used as a residence on these lots.
9. All garbage shall be stored in receptacles which are picked up and disposed of weekly. Receptacles shall be placed out of sight of the subdivision street and shall be screened. All propane, oil, and other storage tanks shall be located underground.
10. Five (5) feet of space of each lot adjoining the sidelines and ten (10) feet of space adjoining the rear lines of all lots shall be reserved for utility easements unless this provision is waived by the Declarant.
11. No more than fifty (50) per cent of the trees existing on any lot may be removed. Identification of trees to be removed shall be presented at the time construction plans are submitted for approval.

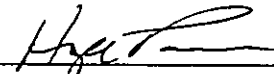
12. All utility lines extending from the public road to a dwelling site shall be routed underground.
13. During construction of a dwelling or during construction of any other approved structures, any damage caused by the owner, his contractor or subcontractor to any street or common area shall be the responsibility of the owner. During construction the owner shall maintain a gravel area at the entrance to the lot until construction is complete. The purpose of this gravel area is to prevent mud and other debris from being tracked into the street.
14. No motorbikes, motorized go-carts, or three or four wheel recreational vehicles shall be operated on lots in the subdivision or on any street in the subdivision. Any other type of motor vehicles or machinery that is excessively loud is prohibited.
15. The grantor reserves the right to subject the property in the subdivision to a contract with Wake Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting either or both which may require an initial payment and/or continuing monthly payment to Wake Electric Membership Corporation by the individual lot owners.
16. Declarant reserves for a period of five years from the date hereof an easement upon any lot whereon a sediment control basin is located for the purposes of maintaining, covering up, or removing such basin.
17. A Homeowners Association shall be formed by Declarant or the lot owners which will be responsible for the maintenance of the entrance and common areas and collecting assessments and paying for the entrance maintenance as well as maintaining community pond, dam, and surrounding area shown as common areas on the recorded plat.
Pond rules which shall be enforced by the Homeowners Association shall be:
 - a. No use by motor boats
 - b. No loud boisterous, unsafe or disruptive activity
 - c. Use of the pond only by Homeowners in Wheeler Pond and their guest
 - d. No seining or netting of fish
 - e. Pond and surrounding area shall be kept free of trash and debris.
18. The Declarants shall be responsible for the maintenance of all roads in the subdivision until said roads are accepted by DOT for maintenance, or until the Homeowners Association agrees to take over maintenance.
19. No commercial businesses are allowed in the subdivision. Specifically excepted from this prohibition are home occupations permitted under the Granville County Ordinance, except where such occupations require outside storage or additional buildings. Such uses are prohibited.
20. The lots in the subdivision shall not be re-subdivided, except that the Declarants reserve the right to adjust the location of the various lot lines in recombination of one or more lots. Specifically, Lot 27 may be further subdivided by the Declarant prior to construction upon the lot.

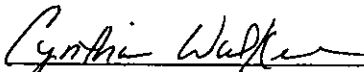
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- 21. All driveway pipe and construction shall be according to North Carolina Department of Transportation specifications.
- 22. These protective covenants and restrictions for Wheeler Pond Subdivision shall remain in full force and effect and be binding on the property until December 31st, 2019, after which time they shall be automatically extended for successive periods of five (5) years each unless by a vote of the majority of lot owners in the subdivision and by consent of the declarant, it is agreed to change, modify or abolish these covenants.
- 23. The Declarants hereby form the Wheeler Pond Homeowners Association, consisting of all lot owners in the subdivision. Each lot shall be entitled to one vote in the Association. The Association shall be responsible for the maintenance of the subdivision entrance sign and the upkeep of all common areas as shown on the plat.

IN WITNESS WHEREOF, the Declarants have set their hands and seals the date first above written.


Joel Panara

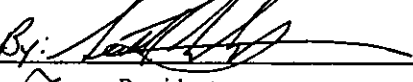

Hope Panara

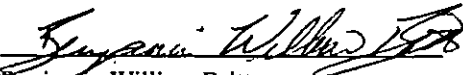

Cynthia Walker

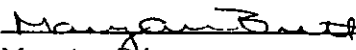
BLACKWELL BUILDERS, INC.

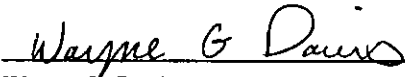

X President

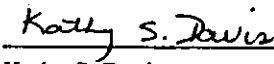
SCOTT ALEXANDER CUSTOM HOMES, INC.

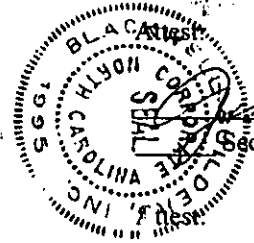
By: 
President


Benjamin William Britt


Mary Ann Britt


Wayne G. Davis


Kathy S. Davis



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NORTH CAROLINA, Wake COUNTY
I, Julie Wright, a Notary Public of the County and State of
aforesaid, certify that BENJAMIN WILLIAM BUNT personally appeared
before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 12th day of October, 2001.

Julie Wright
Notary Public

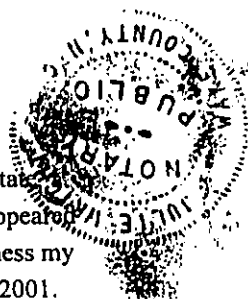
My commission expires: 4-26-06



NORTH CAROLINA, Wake COUNTY
I, Julie Wright, a Notary Public of the County and State of
aforesaid, certify that MARY ANN BUNT personally appeared
before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 12th day of October, 2001.

Julie Wright
Notary Public

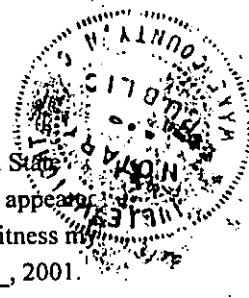
My commission expires: 4-26-06



NORTH CAROLINA, Wake COUNTY
I, Julie Wright, a Notary Public of the County and State of
aforesaid, certify that WAYNE G. DAVIS personally appeared
before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 12th day of October, 2001.

Julie Wright
Notary Public

My commission expires: 4-26-06



NORTH CAROLINA, Wake COUNTY
I, Julie Wright, a Notary Public of the County and State of
aforesaid, certify that KATHY S. DAVIS personally appeared
before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 12th day of October, 2001.

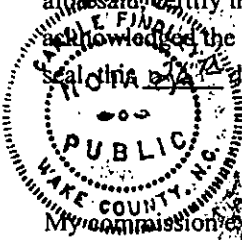
Julie Wright
Notary Public

My commission expires: 4-26-06

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NORTH CAROLINA, Wake COUNTY

I, Carole Findley, a Notary Public of the County and State
aforesaid, certify that HOPE AND SOEL PARRA personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or
seal this 24th day of October, 2001.



Carole Findley
Notary Public

My commission expires: 11-14-05

NORTH CAROLINA, Wake COUNTY

I, Julie Wright, a Notary Public of the County and State
aforesaid, certify that CYNTHIA WALKER personally appeared
before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 31st day of October, 2001.

Julie Wright
Notary Public

My commission expires: 4-26-06

NORTH CAROLINA
Wake COUNTY

I, Julie Wright, a Notary Public for said County and State, do hereby certify
that Jeffrey Blue Russell, personally appeared before me this day and stated that (s)he is Secretary
of Blackwell Builders, Inc., a North Carolina Corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by her, as its Secretary.

Witness my hand and official seal, this 22nd day of October, 2001.

Julie Wright
Notary Public

My Commission expires 4-26-06

NORTH CAROLINA
Wake COUNTY

I, Julie Wright, a Notary Public for said County and State, do hereby certify
that Elaine Schubert, personally appeared before me this day and stated that (s)he is Secretary
of Scott Alexander Custom Homes, Inc., a North Carolina Corporation, and that by
authority duly given and as the act of the corporation, the foregoing instrument was signed in its
name by its President, sealed with its corporate seal and attested by her, as its
Secretary.

Witness my hand and official seal, this 16th day of October, 2001.

Julie Wright
Notary Public

My Commission expires 4-26-06

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Julie Wright a Carole Findley Notary Public

certified to be correct. This instrument was presented for registration and filed in this office in Book 885
Page 643 This 10th day of January 2002 at 4:22 o'clock P.M.
29th Kathryn Anne Arnett Register of Deeds B. Ann W. Koger Deputy/Assistant