

1-25-95
Return to → Mary J. Edgerton
P.O. B. 887
Freedom NC 27522

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Prepared By/Return To:
Daniel R. Flebotte

NORTH CAROLINA

GRANVILLE COUNTY

PROTECTIVE COVENANTS FOR

WHITFIELD CHASE, PHASE V

THIS DECLARATION OF PROTECTIVE COVENANTS made this the 24th day of January, 1995, by MARY JO W. EDGERTON AND GARY M. EDGERTON, GARY E. SHIPLEY AND MILDRED SHIPLEY, hereinafter called OWNERS, of Granville County, North Carolina;

WITNESSETH:

WHEREAS, OWNERS are the owners of the real property described below and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth,

NOW, THEREFORE, OWNERS hereby declare that the following described real property located in Brassfield Township, Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to these Protective Covenants:

BEING all those certain lots or parcels of land situate in Brassfield Township, Granville County, North Carolina designated as Lots 35 through 69, excluding Lot 56, as stated according to plat and survey by Precision Surveys, Inc., recorded January 18, 1995 and entitled "WHITFIELD CHASE, PHASE V" and recorded in in Plat Book 16, Page 179, Granville County Registry, to which reference is hereby made for a more particular description of same.

All lots shall be used for residential purposes only, and each lot shall constitute a building site. No dwelling shall be 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, with a private garage for not more than three (3) cars. More than one lot may be used as one building site if approved in writing by Owners, or such other person as may be designated by Owners.

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 1320 square feet. All two story dwellings shall have a minimum heated area of 1500 square feet. In computing the amount of heated area, porches, breeze-ways, steps, garages, carports, basements, and walk-up attics shall not be included.

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All residential dwellings shall have a minimum roof pitch of at least 8/12 for the main gable. The same 8/12 pitch shall be required for the garage. Dwellings built with a 9 foot or greater interior walls on each story shall have a minimum roof pitch of at least 7/12 for the main gable.

All residential buildings contained within subdivision shall be required to have Owens-Corning black onyx shingles, 8" facia and 12" boxing on sides and gables.

The exterior walls of each dwelling and its garage shall be of stone, stucco, brick, wood, or hardboard. Absolutely no vinyl or aluminum siding shall be used on a residential dwelling or any other building in the subdivision. All exterior building surfaces must be harmonious in colors, paint and materials in relation to surrounding structures and must be approved by the Architectural Control Committee.

No dwelling or other approved structure shall be located on any building site nearer than 40 feet to the front property line, within 15 feet of the rear line, or 15 feet of the side property lines.

During construction of the dwelling or during construction of any other approved structures, any damage caused by such construction must be cleaned up or repaired by the party causing it. Any mud clods or other debris which get into the right of way of the street as a result of construction activities must be removed within 48 hours. During construction, there shall be a gravel area being the entrance to the lot. The purpose of this gravel area is to prevent mud and other debris from being tracked into the street. It is the responsibility of the lot owner to keep all construction vehicles off the shoulder of the road. It is the lot owner's responsibility to see that each construction vehicles enter the lot on which construction is being carried out. The cost of repairs for damages to the street or to other properties of the development caused by the owner or his sub-contractors or suppliers shall be paid by the owner. The owner is responsible for relandscaping the front of any lot damaged during construction.

No house shall be constructed on a slab, including concrete slab or slab of any other type of material. The house shall either have a basement or a crawl space, or both. At the completion of construction, each property owner is required to have a 10 foot concrete approach to each lot, being a driveway.

The owners reserve the right to use Lots 55 and 57 for subdivision fencing, landscaping,

or entrance, and to use any property located within 15 feet to the right of way of Highway 96 or Whitwinds Way.

There shall be an Architectural Control Committee that shall have full responsibility for regulating any requirements of these restrictive covenants concerning the setbacks, location, size on any type of construction of the residential dwelling and any other building 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 designated or proportioned structures or landscaping, no out-building, fence, outside lighting, screening planting, swimming pools, detached building, driveways, parking pads, 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 is given by the Architectural Control Committee. For approval to be given by the Architectural Control Committee, a complete set of plans, specifications, plot plans on location, design, color schemes, and anything else required by the Architectural Control Committee must be submitted prior to construction. The Architectural Control Committee will not allow a contemporary style home to be built.

There shall be no more than one building per lot which is detached from the dwelling, it being an "out-building". Any out-building approved by the Architectural Control Committee shall have for its exterior siding, the same type, shape and material as the exterior siding used on the residential dwelling on that lot. No out-building shall be greater than 660 square feet in size. The interior walls shall not exceed 9 feet 6 inches in height, and shall not be over one story.

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. The only sign to be allowed in the subdivision shall be as set forth in this paragraph. Realty companies or owners may display "For Sale" signs on a lot (one per lot) with these being a standard realty type of sign. Under no circumstances may a "For Sale" sign be more than 9 square feet. Owners reserve the right to erect, install, and identify individual lots by placing such signs upon them as owners so desire. Once a lot is sold, such signs shall be removed.

No boats, camper units or motor homes whatsoever may be kept in the front yard of the dwelling. No cars, trucks, boats or any other vehicle not used regularly or not in operational use, shall be kept in the subdivision.

No fencing shall be installed except upon the approval of the Architectural Control Committee, and such approval shall only be for fencing installed in the rear yard of the lot. There shall be no chain link fencing whatsoever. Satellite dishes can only be located behind the dwelling and must have a screening wall built on the roadside and behind the dish.

No mobile homes of any type shall be allowed in the subdivision for any reason whatsoever. No incomplete structure shall be used as a residence. No trailers, tent, camper unit or any other vehicle may be used as a residence, temporarily or permanently.

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 are 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.

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 Architectural Control Committee. If a detached building is mainly for a hobby, the Architectural Control Committee will consider the type of hobby before approving or disapproving the building request.

No motorbikes, 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 vehicle or machinery that produces excessively loud noise shall likewise not be allowed in the subdivision.

There shall be no burning of trash in the subdivision. All garbage and other refuse must be kept in stable, sanitary containers which are cleaned on a regular basis. Such garbage and refuse must be picked up and disposed of at least once a week. Storage facilities for garbage, trash, and other refuse shall be kept out of sight of streets in the subdivision, either by placing

such receptacles in the rear of the residence or providing a screening wall for them.

There shall be no yard sales on the lots or streets in the subdivision.

Each lot owner shall keep his lot free of tall grass, undergrowth, dead trees, trash, and rubbish. Such lots shall be maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his lot as set forth in this paragraph, then the Architectural Control Committee has the right to do whatever work is required to give the lot a pleasing appearance and any such cost incurred in doing so shall be assessed against the owner of the lot.

Whenever a residence is constructed on a lot in the subdivision, at least 50% of the lot is to remain as natural area, with some of this being in the rear of the yard and some in the front. After the house is constructed, trees may not be removed from the lot except when diseased, damaged due to lightning, if less than three inches in diameter, or upon approval of the Architectural Control Committee.

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.

As determined by the developer, lot owners will be required to pay Duke Power Company a proportionate monthly service charge for outdoor street lighting, by and through the Homeowners Association. Lot owners will be required to pay the Homeowners Association a proportionate monthly charge for outdoor street lighting, the amount and manner to be determined by the Association. This charge will remain the responsibility of the current owner of each lot as long as Duke Power Company maintains the outdoor lighting service. The Homeowners Association shall be responsible for paying the charge to Duke Power Company. This charge will fluctuate in accordance with Duke Power Company's current rates. All residents of Whitfield Chase Subdivision shall be required to join the Homeowners Association for Whitfield Chase Subdivision and shall contribute monetarily towards its duties to provide maintenance for the common areas in the subdivision, which specifically includes the paved roads in the subdivision.

Mail box posts shall be of uniform type chosen by the developer and no other type shall be used. The buyer will be responsible for replacing broken or damaged mail boxes and post. The developer will provide information concerning mail boxes to the buyer upon request.

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In the event of a violation or breach of any of these restrictions by any person, firm or corporation, the owner of any numbered lot in the subdivision shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any one of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as the breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any provision shall in no way affect any other provision, which shall remain in full force and effect.

These covenants and restrictions 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 the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, OWNERS have set their hand and seal, this the 24th day of January, 1995.

Mary Jo W. Edgerton
Mary Jo W. Edgerton

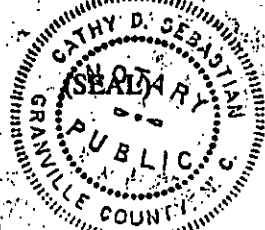
Mary M. Edgerton by and through
his attorney in fact Mary Jo W. Edgerton
Gary M. Edgerton by and through his
attorney in fact Mary Jo W. Edgerton

Gary E. Shipley
Gary E. Shipley

Mildred C. Shipley by and through her
attorney in fact Gary E. Shipley
Mildred C. Shipley by and through her
attorney in fact Gary E. Shipley

NORTH CAROLINA
COUNTY OF Granville

I, a Notary Public of the County and State aforesaid, certify that MARY JO W. EDGERTON, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of January, 1995.



Cathy D. Sebastian
NOTARY PUBLIC

My Commission expires: 10-1-95

NORTH CAROLINA
COUNTY OF Granville

I, Cathy D. Sebastian, a Notary Public for said County and State, do hereby certify that MARY JO WHITFIELD EDGERTON, attorney in fact for GARY MARTIN EDGERTON, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of the said GARY M. EDGERTON, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office the Register of Deeds in the County of Granville, State of North Carolina, on the 29th day of June, 1993 and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

I do further certify that the said MARY JO WHITFIELD EDGERTON acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said GARY MARTIN EDGERTON.

Witness my hand and official seal, this the 24 day of January, 1995.



Cathy D. Sebastian
Notary Public

My Commission Expires: 10-1-95

NORTH CAROLINA
COUNTY OF Granville

I, a Notary Public of the County and State aforesaid, certify that GARY E. SHIPLEY, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of January, 1995.



Cathy D. Sebastian
NOTARY PUBLIC

My Commission expires: 10-1-95

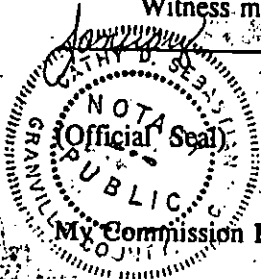
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NORTH CAROLINA
COUNTY OF Granville

I, Cathy D. Sebastian, a Notary Public for said County and State, do hereby certify that GARY E. SHIPLEY, attorney in fact for MILDRED C. SHIPLEY, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said MILDRED C. SHIPLEY, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office the Register of Deeds in the County of Granville, State of North Carolina, on the 31st day of March, 1993 and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I do further certify that the said GARY E. SHIPLEY acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said MILDRED C. SHIPLEY.

Witness my hand and official seal, this the 24 day of
1995.



My Commission Expires: 10-1-95

Cathy D. Sebastian
Notary Public

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate³ of Cathy D. Sebastian, a Notary Public
of Granville County, N.C.
is certified to be correct. This instrument was presented
for registration and filed in this office in Book 663 Page 27
This 24th day of Apr, 1995 at 11:30 o'clock A M.
Register of Deeds William E. Ford
By Anne H. Hayes Assistant/Deputy

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Book Page
0899 0654

State of North Carolina
County of Granville

Amendment to Restrictive Covenants
for Whitfield Chase Subdivision

This amendment to the restrictive covenants for all phases of Whitfield Chase Subdivision is entered into on the 5th day of April, 2002 by the **Whitfield Chase Homeowners' Association, Inc.** (herein "association").

Whereas, all phases of Whitfield Chase Subdivision are subjected to restrictive covenants; and

Whereas, said covenants permit amendments to same with the approval of not less than a majority of the lot owners; and

Whereas, a majority of the lot owners voted to amend the covenants in all phases to allow for use of vinyl siding as an exterior siding material.

Now Therefore, the lot owners by and through their governing body Whitfield Chase Homeowners' Association, Inc. amend the restrictive covenants for all phases of the subdivision as follows:

Vinyl Siding may be used as an exterior siding material.

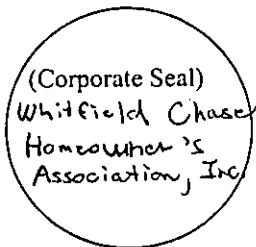
In the event of any conflict or inconsistency between the terms of this amendment and the restrictive covenants for any phase of the subdivision, the terms of this amendment shall prevail.

In witness whereof, Whitfield Chase Homeowners' Association, Inc. has caused this instrument to be executed in its name by its President, its corporate seal affixed hereto, and attested by its Secretary, all by authority of its Board of Directors, all as of the day and year first above written.

Whitfield Chase Homeowners' Association, Inc.

By: *Patricia Bond*
President

Attest: *Mary Hayes*
Secretary



Delivered to Nathan Green Arty 4-11-02

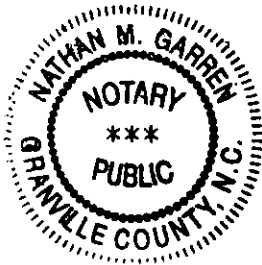
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State of North Carolina
County of Granville

I, a Notary Public of the County and State aforesaid, do hereby certify that Mary Hayes personally appeared before me this day and acknowledged that she is the Secretary of Whitfield Chase Homeowners' Association, 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 him her as its Secretary. Witness my hand and official stamp or seal, this 5th day of April, 2002.

Nathan M. Garren (SEAL)
Notary Public

My commission expires: 10/8/02



STATE OF NORTH CAROLINA, GRANVILLE COUNTY
The foregoing certificate of Nathan M. Garren
Garren a Notary Public
is certified to be correct. This instrument was presented for
registration and filed in this office in Book 899 Page 654
This 8th day of April 2002 at 12:10 o'clock PM
Register of Deeds William Chesnut
by Nathan M. Garren Assistant Deputy


Doc ID: 002468950006 Type: CRP
Recorded: 04/30/2010 at 08:40:59 AM
Fee Amt: \$54.00 Page 1 of 6
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK **1350** PG **764-769**

**NORTH CAROLINA
GRANVILLE COUNTY**

**PROTECTIVE COVENANTS
WHITFIELD CHASE, PHASES I-V**

This **DECLARATION OF PROTECTIVE COVENANTS** made this the 29 day of April, 2010, by the **WHITFIELD CHASE HOMEOWNERS ASSOCIATION, INC.**, hereinafter called **OWNERS**, of Granville County, North Carolina.

WITNESSETH:

Whereas, **OWNERS** are the owners of the real property described below and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth, **NOW, THEREFORE, OWNERS** hereby declare that the following described real property located in Brassfield Township, Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to these Protective Covenants:

BEING all those certain lots or parcels of land situated in the Brassfield Township, Granville County, North Carolina designated as Lots 1 through 69, excluding Lot 56, as stated according to the following plats and surveys: "Whitfield Chase Phase 1 Lots 1&2, Phase 2 Lots 3&4" recorded in Plat Book 13, Page 163 on June 4, 1992; "Whitfield Chase Phase 3 Lots 5,6,7,8" recorded in Plat Book 14, Page 14 on October 2, 1992; "Whitfield Chase Addendum to Phase 1 Lot 2B" recorded in Plat Book 14, Page 175 on September 20, 1993; "Whitfield Chase, Phase III Revision of Lot 8" recorded in Plat Book 15, page 148 on April 28, 1994; "Whitfield Chase-Phase V" recorded in Plat Book 16, Page 179 on January 19, 1995; and "Whitfield Chase-Phase V recorded in Plat Book 18, Page 55 on December 29, 1995. Said recordings are made in the Granville County Registry to which reference is hereby made for more particular description of same. No additional land shall be deemed to be subjected to these covenants except by express written declaration to that effect.

Whereas, the **OWNERS** desire to accept these Protective Covenants as originally created and assigned previous in Book 663, Pages 27 through 32, and to provide for the preservation of the values and amenities in said community and to transfer, delegate and assign the power and authority of maintaining, administering and enforcing these covenants and restrictions governing the same, and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created.

Article I. Use of Lots:

- (a.) All lots shall be used for residential purposes only, and each lot shall constitute a building site. No dwelling shall be erected, altered, place, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, with a private garage for not more than three(3) cars. More than one lot may be used as one building site if approved in writing by the Owners, or such other person as may be designated the the Owners.

- (b.) 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 1320 square feet. All

two story dwellings shall have a minimum heated area of 1500 square feet. In computing the amount of heated area, porches, breeze-ways, steps, garages, carports, basements, and walk-up attics shall not be included.

Article II. Dwellings Specifications:

(a) All residential dwellings shall have a roof pitch of at least 8/12 for the main gable. The same 8/12 pitch shall be required for the garage. Dwellings built with a 9 foot or greater interior walls on each story shall have a minimum roof pitch of at least 7/12 for the main gable.

(b) All residential buildings contained within the subdivision shall be required to have Owens-Corning black onyx shingles, 8 inch fascia and 12 inch boxing on sides and gables.

(c) The exterior walls of each dwelling and its garage shall be of stone, stucco, brick, wood, hardboard or vinyl. All exterior building surfaces must be harmonious in colors, paint, and materials in relation to surrounding structures and must be approved in writing by the Architectural Control Committee.

(d) No dwelling or other approved structure shall be located on any building site nearer than 40 feet to the front property line, within 15 feet of the rear line, or 15 feet of the side property lines.

(e) No dwelling shall be constructed on a slab, including concrete slab or slab of any other type of material. The dwelling shall either have a basement or crawl space or both. At the completion of construction, each lot owner is required to have a 10 foot concrete approach to each lot and shall be the same width as the driveway.

(f) A contemporary dwelling will not be allowed to be built in the subdivision.

Article III. Out-buildings:

(a) There shall be no more than one building per lot which is detached from the dwelling other than a garage, it being an "out-building". Any out-building approved by the Architectural Control Committee shall have for its exterior siding, the same type, shape, material and color scheme as the exterior siding used on the residential dwelling on that lot.

(b) No out-building shall be greater than 660 square feet in size. The interior walls shall not exceed 9 feet 6 inches in height and shall not be over one story. An out-building shall be positioned behind the dwelling in the rear of the yard. It shall not be within 15 feet of the rear line, or 15 feet of the side property lines.

Article IV. Construction:

(a) During construction of the dwelling or during construction of any other approved structures, any damage caused by such construction must be cleaned up or repaired by the party causing it. During construction, there shall be a gravel area being the entrance to the lot. The purpose of this gravel area is to prevent mud and other debris from being tracked into the street. Any mud clods or debris which get into the right of way of the street as a result of construction activity must be removed within 48 hours. It is the responsibility of the lot owner to keep all construction vehicles off of the shoulder of the street and to see that each construction vehicle enter the lot on which the construction is being carried out. The cost of repairs for damages to the street or to other properties of the subdivision caused by the lot owner or his sub-contractors or suppliers shall be paid by the lot owner. The lot owner is responsible for re-landscaping the front of any lot damaged during construction.

Article V. Reserve Rights:

(a) The Owners reserve the right to use lots 55 and 57 and lots 3 and 4 and to use any property located within 15 feet to the right of way of NC 96 for subdivision fencing, landscaping and/or entrances.

Article VI. Architectural Control Committee

(a) There shall be an Architectural Control Committee that shall have full responsibility for regulating any requirements of these Protective Covenants concerning the setbacks, locations, and size on any type of construction of the residential dwelling and any other building 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 designated or proportioned structures or landscaping, no out-building, fence, outside lighting, screening planting, swimming pools, detached buildings, driveways, parking pads, 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 is given by the Architectural Control Committee.

(b) For approval to be given by the Architectural Control Committee, a complete set of plans, specifications, plot plans or locations, design, color schemes, and anything else required by the Architectural Control Committee must be submitted in writing prior to construction.

Article VII. For Sale Items:

(a) 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 personal property is for sale.

(b) The only sign to be allowed in the subdivision shall be set forth in this paragraph. Realty companies or lot owners may display "For Sale" signs on a lot (one per lot) with these being a standard realty type of sign. Under no circumstances may a "For Sale" sign be more than 9 square feet. Owners reserve the right to erect, install and identify individual lots by placing such signs upon them as owners so desire. Once a lot is sold, such signs shall be removed.

Article VIII. Personal Property:

(a) No boats, camper units or motor homes whatsoever may be kept in the front of the yard of the dwelling. Such property shall be parked in a garage or screened area in the rear yard.

(b) No cars, trucks, boats or any other vehicle not used regularly or not in operational use shall be kept in the subdivision.

(c) No mobile homes of any type shall be allowed in the subdivision for any reason whatsoever. No incomplete structure shall be used as a residence.

(d) No trailers, tent, camper unit or any other vehicle may be used as residence, temporarily or permanently.

Article IX. Fencing:

(a) No fencing shall be installed except upon the written approval of the Architectural Control Committee, and such approval shall only be for fencing installed behind the dwelling in the rear of the yard on the lot.

(b) Chain link fencing shall only be installed on those lots that the rear of the yard faces a wooded area and cannot be viewed from any street or road in any direction. If the chain link fencing can be viewed even slightly from the front, rear or sides of the lot facing the street, because of the lot layout, then that section that is viewable shall be camouflaged by appropriate landscaping.

Article X. Mail Boxes:

(a) Mail box posts shall be of a uniform type and no other type shall be used. The posts shall be made of wood or wood-like material and be painted white. Mail boxes shall be of uniform shape and design. The lot owner will be responsible for replacing broken or damaged mail boxes or posts.

Article XI. Animals:

(a) 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 and other household animals as are normally found in a residential neighborhood.

(b) Any pens, housing or other premises used by animals should be cleaned on a regular basis.

(c) Approved animals shall be penned, housed or on a leash at all times and shall not be allowed to roam the neighborhood.

Article XII. Hobbies:

(a) 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.

(b) A separate building for hobbies, detached from the dwelling shall be constructed only with the written approval of the Architectural Control Committee. If a detached building is mainly for a hobby, the Architectural Control Committee will consider the type of hobby before approving or disapproving the building request.

Article XIII. Recreational Vehicles:

(a) Motor-bikes, go carts, or three or four wheel recreational vehicles shall not be operated on lots in the subdivision or any street in the subdivision. Any type of motor vehicle or machinery that produces an excessively loud noise shall likewise not be allowed in the subdivision.

Article XIV. Trash Burning/Garbage:

(a) There shall be no burning of trash in the subdivision. All garbage and other refuse must be kept in stable, sanitary containers which are cleaned on a regular basis. Such garbage and refuse must be picked up and disposed of at least once a week.

(b) Storage facilities for garbage, trash, and other refuse shall be kept out of sight of streets in the subdivision, either by placing such receptacles in the rear yard behind the residence, providing a screening wall for them or kept in a garage or out building.

Article XV. Yard Sales:

(a) Yard sales are only allowed if they are organized by the community and include the entire community for the same day event. A lot owner shall not arbitrarily arrange for their own private yard sale.

Article XVI. Yard Appearance:

- (a) Each lot owner shall keep his lot free of tall grass, undergrowth, dead trees, trash and rubbish. Such lots shall be maintained so as to present a pleasing appearance. In the event a lot owner does not properly maintain his/her lot as set forth in this paragraph, then the Architectural Control Committee has the right to do whatever work is required to give the lot a pleasing appearance and any such cost incurred in doing so shall be assessed against the owner of the lot.
- (b) Wooded lots shall not be clear-cut.

Article XVII. Offensive Activity:

- (a) 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 or surrounding lot owners in the subdivision.

Article XVIII. Outdoor Lighting for Duke Power Customers:

- (a) As determined by the Homeowners Association, lot owners who are customers of Duke Power Company will be required to pay a proportionate monthly service charge for outdoor street lighting, by and through the Homeowners Association. This service charge is included in the annual Homeowners Association dues. This charge will remain the responsibility of the current lot owner of each of these lots as long as Duke Power Company maintains the outdoor lighting service. The Homeowners Association shall be responsible for paying the charge to Duke Power Company. The charge will fluctuate in accordance with Duke Power Company's current rates.

Article XIX. Membership/Dues Assessments:

- (a) **Membership:** Each owner of any lot shall by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to the covenants and agree to all the terms and provisions of these Protective Covenants and shall be a member of the Homeowners Association. Membership shall be compliant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

- (b) **Dues Assessment:** Each member shall contribute monetarily towards its duties. These assessments levied by the Homeowners Association shall be used exclusively for the improvement, maintenance and operation of the Association and specifically for the purpose set forth in the following paragraph: These assessments include but are not limited to maintaining the grass on the roadway along side NC 96, the fence along side NC 96, the mounds of grass behind the fence along side NC 96, the entrances on Whitwinds Way and Fern Hollow Drive, administrative, operational, legal and miscellaneous costs.

- (c) **Obligation of Lot Owner:** Each member is required to pay an annual dues assessment as determined by the Board of Directors. These dues are to be collected annually on a fiscal calendar year or from time to time as hereinafter provided.

- (d) **Fiscal Year:** The fiscal year as determined by the Homeowners Association begins July 1st of any year and ends June 30th of the following year. The annual dues assessments will be determined thirty (30) days prior to commencement and is due in full thirty (30) days after the beginning of the fiscal year.

- (e) **Written Notice:** Written notice shall be sent to every lot owner thirty (30) days prior to the end of the fiscal year of upcoming dues assessments.

- (f) **Effect of Non-Payment, Remedies of Association:** The Association will file a LIEN for ASSESSMENTS against any lot owner, his heirs, personal representatives, successors in title and

Assigns if their assessment is greater than sixty(60) days past due. Additionally, they will be charged interest at the rate of twelve(12) per cent per annum from the due date and the cost of collection.

If the assessment is not paid within thirty(30) days commencing the lien the Association may bring an action at law against the owner personally and/or foreclose the lien against the property. Added to the assessment will be the cost of preparing and filing the complaint in such action. In the event a judgment is obtained such judgment shall include interest on the assessment and reasonable attorney's fees to be fixed by the court together with the costs of the action.

(g) Pro-rating: The pro-rating of annual dues assessments due to the change in ownership of any lot during the fiscal year shall be the responsibility of the individuals involved at the time of transfer of ownership and not the Association.

(h) Annual Dues Assessment Increase: The maximum annual assessment may be increased each fiscal year not more than five percent(5%) above the maximum assessment for the previous fiscal year without a vote of the membership.

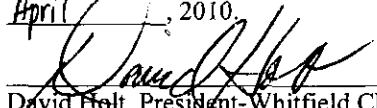
The maximum annual assessment may be increased above five percent (5%) by a vote of 67% of members who are voting in person or by proxy at a meeting duly called for this purpose.

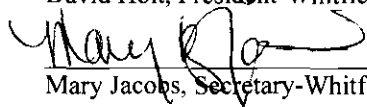
Article XX. Enforcement:

(a) In the event of a violation or breach of any of these restrictions by any person, firm or corporation, the owner of any numbered lot in the subdivision shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach or any one of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of right to do so thereafter as to the same breach or as the breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any provision shall in no way affect any other provisions, which shall remain in full force and effect.

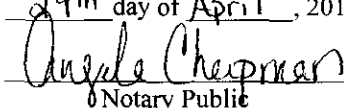
These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, OWNERS have set their hand and seal, this is the 29 day of April, 2010.


David Holt, President-Whitfield Chase Homeowners Association Inc.


Mary Jacobs, Secretary-Whitfield Chase Homeowners Association Inc.

I, a Notary Public of the County and State aforesaid, do hereby certify that David Holt Personally appeared before me this day and acknowledged the he is the President of the Whitfield Chase Homeowners Association Inc., and North Carolina corporation, and that by authority duly given and as the act of Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him as its President. Witness my hand and official stamp or seal, this 29th day of April, 2010.

 (SEAL)
Notary Public

My commission expires: 01/06/2015

