

*W. Alexander**16.00*

**PROTECTIVE COVENANTS  
OF  
CROOKED CREEK SUBDIVISION**

**ARTICLE I**

KNOW ALL MEN BY THESE PRESENTS, THAT B & L Builders, Inc. is the owner of a tract or parcel of land located in Providence Township, Randolph County, North Carolina which has been subdivided into Crooked Creek Subdivision, Section One, recorded in Plat Book 42, Page 27; Section Two, recorded in Plat Book 42, Page 28; Section Three, recorded in Plat Book 42, Page 29, Randolph County Registry.

THAT THE SAID OWNER, hereinafter called Developer, in order to promote a well classified and regulated residential subdivision, do hereby place upon said property the following restrictive covenants:

**ARTICLE II**

All lots shall be used for residential purposes exclusively. No structure, except as hereafter provided shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling (stick built) not to exceed two and one-half (2 1/2) stories in height, which must be used and occupied as a residence for a single family. No part of any lot may be used for manufacturing, commercial or business purposes nor may any form of advertisements for any business be allowed. No structure may be constructed prior to the construction of the main dwelling.

**ARTICLE III**

Submittal and approval of house plans prior to final closing on any lot is recommended. House plans, specifications and site approval by Developer must be complete before construction begins. One set of house plans and site plans to be given to Developer to keep.

All dwellings shall have brick, stone or stucco foundation. No concrete block shall be exposed on any buildings. No imitation siding or imitation brick or metal of any kind shall be exposed on any building. No T-1-11 siding or 4 X 8 vertical grove masonite siding will be allowed. All vertical siding must be a maximum of 1 X 8 V-Grove. Lap siding - cedar, pine, beaded masonite, vinyl or other similar lap siding may be used upon approval of Developer.

**ARTICLE IV**

Each single family dwelling structure shall have a minimum heated and finished livable square footage of 1500 square feet exclusive of garages, porches, breezeways, decks, steps or basements or other unfinished living area. No roof pitch will be allowed that is less than 6/12 unless written permission is obtained from the Developer. However, Developer reserves the right to grant up to a five (5%) per cent negative variance on all minimum square footage areas.

**ARTICLE V**

All two car garages shall be a minimum size of 24 feet X 24 feet. All garages will have standard operating overhead doors. Any front entry garage shall be required to have finished and painted drywall on all interior walls and ceilings. Any unattached garages shall conform to the same regulation as an attached garage and must be approved by the Developer. Minimum size of single car garage shall be 14 feet X 24 feet.

**ARTICLE VI**

One outbuilding per lot, other than a detached garage, is allowed. Roof shingles must be identical or similar in appearance to main dwelling. Exterior material and color will be identical in appearance to the majority material and color of the main dwelling. No outbuilding may be placed in any front or side yard.

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**ARTICLE VII**

Prior to occupancy of any dwelling, the lot will be landscaped to reasonable standards with a minimum of the following:

- (a) All non-wooded areas of yard shall be smoothed, grassed or mulched.
- (b) Dwelling foundation fronts shall have a minimum of 8 shrubs.

All yards shall be maintained to a reasonable standard at all times. For maintenance purposes only, the front yard of each lot is considered to extend to the pavement of any adjacent street. Yard maintenance will begin at acceptance of deed. Residence with attached or unattached land for sewer areas shall be subject to same yard maintenance requirements.

**ARTICLE VIII**

Each dwelling shall be required to have a standard concrete paved driveway with a minimum solid paved width of ten feet. Any other paving material or color must be approved by the Developer. Driveway dimensions shall be considered to be the distance from the street pavement to garage opening inclusive.

It is the responsibility of the owner of the lot or the builder of the residence to remove mud tracked onto the paved roads within the subdivision.

**ARTICLE IX**

Developer, at his expense and discretion, may place signs and plant trees, shrubs, or grass and maintain same. The purpose is to provide an attractive entrance to the subdivision and natural screening from the street for these lots.

Once occupied by a homeowner, the homeowner of any lot referenced by this covenant, is required to maintain this area the same as his yard. However, the homeowner cannot remove or damage signs, planting, grass, etc., without the written consent of the Developer. The homeowner of any lot affected by this covenant agrees that the Developer can, at his expense, continue maintenance if Developer feels homeowner is not providing adequate maintenance.

**ARTICLE X**

No portion of any dwelling can be used for rental purposes. No dwelling shall be built or modified so as to establish a separate apartment or living quarters that does not have unrestricted access to the main living area.

No dwelling shall be kept or maintained as rental investment property. Exceptions may be made if owners job requires transfer for one to two years and owner plans to return.

**ARTICLE XI**

Except where otherwise more restricted by county regulations, no dwelling shall have a front line setback of less than seventy feet nor a side yard setback of less than twenty five feet.

**ARTICLE XII**

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 motor vehicle shall remain parked on any lot for more than thirty (30) days which cannot move under its own power. A boat may be parked on a lot only behind the main dwelling so that it cannot be seen from the street in front of the dwelling. There shall be no mini-bikes, go-carts, or two (2), three (3), or four (4) wheel all-terrain vehicles (not licensed for public roads) permitted on the streets of the subdivision. No signs or billboards shall be erected or maintained on the premises except to advertise the property

during construction or sale periods. Large signs may be used on a temporary basis, but only with the written permission of the Developer. No stripped, partially wrecked, or junked motor vehicle or parts thereof shall be permitted to be parked or kept on any lot except in an enclosed garage.

#### ARTICLE XIII

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats or other household pets, which are not dangerous, so long as they are not kept, bred or maintained for any commercial purposes. No animals shall be allowed to run loose in the neighborhood at any time.

#### ARTICLE XIV

No fence of any kind shall be permitted or placed closer to the front of the lot than the rear of the dwelling. The Developer reserves the right to reject or accept any proposed fence due to type of materials or proposed location. Possible wood decorative fences may be used in front yard if approved by Developer.

#### ARTICLE XV

All mailboxes and mailbox posts shall be furnished and installed by the Developer. Costs for mailboxes is \$100.00 and will be collected at lot closing. All mailboxes will be similar in design to enhance the appearance of the subdivision.

#### ARTICLE XVI

No mobile homes, modular units, single or double-wide shall be erected or placed on any lot covered by these covenants, under any circumstances. No pre-engineered or pre-fabricated buildings may be erected on any lot. Travel trailers or other recreational vehicles (including motor homes) may be parked behind the main dwelling on any lot, but such trailer or vehicle may not be used primarily as a residence, either permanently or temporarily. Except with the prior written consent of the Developer, no detached garage or any detached building shall at any time be used for human habitation either temporarily or permanently. No structure or house may be moved from another location onto a lot under any circumstance.

#### ARTICLE XVII

All playground equipment, including, but not limited to swings, swing sets, merry-go-rounds, trampolines, play pens, sandboxes, toys, etc. shall be located in the rear yard of the home and not in the front yard and must be kept in neat order.

#### ARTICLE XVIII

If outside clothesline is used, it must be kept in rear yard and in neat and good repair.

#### ARTICLE XIX

Each lot owner shall keep his lot free of all tall grass, undergrowth, dead trees, trash, rubbish, and building materials and other unsightly materials and shall otherwise keep his lot maintained in such a manner so as to represent a pleasing appearance. This provision shall not require a lot owner to remove natural growth from those areas of his lot which are left in a totally natural and undisturbed condition. In the event an owner does not properly maintain his lot as above provided, in the opinion of the Developer, then the Developer may have the required work done to bring the lot into compliance with this covenant and the cost thus incurred shall be paid by the lot owner.

#### ARTICLE XX

Developers reserves unto themselves, their successors and assigns in addition to any easements of record, a perpetual, unalienable, and releasable easement and right on, over and under the ground to

install, maintain and use electric wires, cables, sewers, water mains, water drainage provisions and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, sewers, water drainage, television, cablevision, and other public convenience or utilities owned, in or over five (5) feet around the perimeter of each lot. These easements and rights expressed include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any similar actions reasonable to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

#### ARTICLE XXI

Any notice required to be sent to any under these provisions shall be deemed to have been properly sent, and notice thereby given, when mailed, post-paid, to the last known address of the person who appears as owner. Notice to one (1) or two (2) or more owners of a lot shall constitute notice to all co-owners.

#### ARTICLE XXII

No fuel tanks or similar storage receptacles may be exposed to view. They must be behind decorative shrubs or fence or buried. All water well components including but not limited to casings, tanks, valves and controls will be enclosed in a well house or fiberglass cover. No concrete tile covers will be allowed. The well house shall be a minimum of 2 feet X 3 feet X 30 inches high, brick, stucco or stone with a removable A or hip roof to match house - maximum size of same well house will be 3 feet X 4 feet X 30 inches high. Each owner must provide receptacle for garbage in area not generally visible to street. All dwelling connections for all utilities including but not limited to water, electricity, gas, telephone and television shall be run underground from the property connecting points to the dwelling structure in such a manner as may be acceptable to the appropriate utility authority.

#### ARTICLE XXIII

Any land owner or combination of land owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants which a court or law or equity will allow. If any covenant herein is declared void, all other covenants contained herein shall remain in full force and effect.

#### ARTICLE XXIV

Once construction begins, each lot owner will be required to complete construction of any dwelling ready for occupancy within 240 days. Start date for construction will be the date a building permit is issued. Completion date will be the date Randolph County issued a certificate of occupancy.

#### ARTICLE XXV

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 (25) years from the date these covenants are recorded. After which time, said covenant shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

#### ARTICLE XXVI

No provision contained in these restrictions shall be deemed to have been waived, abandoned or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations no matter how often the failure to enforce is repeated.

#### ARTICLE XXVII

Blockage of creeks or streams by dams or any other means will not be allowed on any lots.

ARTICLE XXVIII

The Developer, in his discretion, may allow reasonable variances and adjustments of these restrictions in order to alleviated practical difficulties and hardship in their enforcement and operation.

The owner, developer reserves the right to modify, change or delete any or all of the above restrictions for the improvement of the subdivision.

Said covenants shall be binding upon the present owner-developer, their successors, heirs, and assigns and shall be covenants running with the land and binding on all future owners.

IN WITNESS WHEREOF, B & L Builders, Inc. has executed these Restrictive Covenants.

B & L BUILDERS, INC.

By: [Signature] (SEAL)  
President

ATTEST:

[Signature]  
Secretary



STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

I, Shelvie D. Thorpe, a Notary Public of the county and state aforesaid, certify that Lucille K. Whitaker, personally came before me this day and acknowledged that she is Secretary of B & L Builders, Inc., a North Carolina corporation, and that by authority duly given and as the act of the Corporation, the foregoing document signed in its name by its President, sealed with its corporate seal and attested by the Secretary.

WITNESS my hand and seal, this 20<sup>th</sup> day of July, 1995.

Shelvie D. Thorpe  
Notary Public



My commission expires: Sept. 28, 1999

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Shelvie D. Thorpe, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1428, Page 1168, This 25<sup>th</sup> day of July, 19 95 at 8:15 o'clock A. M.

By [Signature] Ann Shaw, Register of Deeds  
[Signature] Register of Deeds

BK 1428 PG 1172