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**NORTH CAROLINA**

**DECLARATION OF RESTRICTIVE COVENANTS  
AND ROAD MAINTENANCE AGREEMENT  
FOR NORTHFIELD SUBDIVISION**

**JOHNSTON COUNTY**

THIS DECLARATION AND AGREEMENT is made and executed on this 17<sup>th</sup> day of  
~~March~~, 2007 by Crossroads Development Corporation and Scott Lee Homes, Inc.

*April 11<sup>th</sup>*

WITNESSETH:

Crossroads Development Corporation, the owner and developer of the lands hereinafter described, and herein referred to as "Declarant", desires to declare and place the restrictions hereinafter set forth upon the lots in the real estate subdivision hereinafter described and upon the development, improvement and use thereof.

NOW, THEREFORE, the Declarant, for itself, and its successors and assigns, does hereby covenant and agree with all persons, firms and corporations who or which may acquire any interest in or title to any of the property hereinafter described, as an inducement to said persons, firms and corporations to purchase a part of the said property, that the property, and each and every lot, described below, is hereby made subject to the following restrictive covenants as to the development and improvement and use thereof, which covenants shall run with the said land and with each and every lot by whomsoever owned. The real property to which these restrictive covenants shall be applicable being described as follows:

Being all of Northfield Subdivision, Lots 1 through Lot 39, according to a survey entitled "Final Plat, Northfield Subdivision," by Streamline Land Surveying, Inc., dated November 19, 2004, and recorded in Plat Book 68, Page 65, Johnston County Register of Deeds, reference to which is hereby made as if fully set forth herein..

**ARTICLE 1**

**PURPOSE.** The real property hereinbefore described is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, which appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. The term "single family" as used herein means persons who are related by blood, adoption, or marriage or

living together by not more than two unrelated adults. Nothing in this document shall be deemed to prohibit the conversion of a lot to a street.

## ARTICLE 2

### DEFINITIONS.

**1. Declarant** shall mean and refer to Crossroads Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE 3

**ARCHITECTURAL COMMITTEE.** An Architectural Committee shall be composed of two persons designated and appointed by the Declarant or such person, firm or corporation to whom Declarant has expressly assigned this right; or, at such time as the Declarant no longer owns any lots in the subdivision a meeting may be called by the residents of the subdivision. At such meeting, the owners of each lot will have one vote. A quorum consisting of representation by at least 50 percent of the lot owners shall be required. At such meeting, a majority vote of the lot owners represented will elect the Architectural Committee. The initial Architectural Committee shall be comprised of the Officers of Crossroads Development Corporation. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarant or its successors or of the Architectural Committee.

## ARTICLE 4

**LAND USE AND BUILDING TYPE.** No lot shall be used except for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one, built on site, detached single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) an accessory building or structure for storage or other appropriate residential uses, not in excess of 450 square feet in area. No mobile or modular homes are permitted.

## ARTICLE 5

**BUILDING DESIGN.** No building (including an accessory building or structure and a garage) shall be erected, placed or altered on any premises in said development until the building plans, specifications and plot showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, including without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee. In the event the Committee fails to approve or disapprove the design or location within thirty (30) days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alterations has 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. In the event that the Architectural Committee disapproves of the design or location of a building and if in such event the owner refuses to revise such design or change such location in order that it will be approved by the Architectural Committee, the Declarant will purchase such owner's lot within thirty (30) days after demand is made on the Declarant by such owner in writing. The purchase price shall be the same price as the price which the Declarant received upon the sale of the lot. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

Mobile homes, modular homes, log homes, earthen or underground home, shell homes, pre-cut, pre-assemble and packaged homes or similar type buildings are prohibited, except that the Declarant, its successors or assigns, may in its complete discretion, approve a dwelling or appurtenant structure with some of its components being pre-cut or pre-assembled.

In the event of a total loss of the structure, the owner may elect not to replace it; however, the site shall be cleared of all debris, graded level with the contour of the land and grassed and strawed.

All telephone, electrical and other utility lines and connections between the main utility lines and the dwelling or other structures shall be located underground so as not to be visible.

#### ARTICLE 6

**DWELLING SIZE.** No dwelling shall be permitted on any building unit which dwelling has a floor area of the main structure, exclusive of basement, porches and garages, of less than 1,300 square feet of finished living area

#### ARTICLE 7

##### **BUILDING LOCATION.**

1. No building shall be located on any lot nearer to the front line than 35 feet, provided, however, that on a corner lot, a dwelling may be located not nearer than 25 feet to one street if it is at least 35 feet from the other street. No building shall be located nearer than 10 feet to an interior lot line except that a 7.5 foot side yard may be permitted for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purpose of this covenant, eaves and steps shall not be considered a part of the building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. When any permitted detached accessory building is located at least 125 feet from the front property line, if the lot abuts two or more streets, then it shall be located at least 35 feet from the right-of-way line of the side street. The Declarant reserves the right to waive minor violations (up to 10 percent) of the setback and side line requirements set forth in this Article. Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the location of a building regardless of the fact that such building meets the requirements of this paragraph.

2. Set backs are as stated above unless the placement of <sup>the J.V.D.</sup> ~~the~~ residential structure would be better suited by adhering to the set back as governed by Johnston County. In this instance, set backs as provided by the county shall govern.

#### ARTICLE 8

**EASEMENTS.** The Declarant reserves the right to subject the real property in this subdivision to a contract with Johnston County Public Utilities (water), Sprint (telephone) and Carolina Power and Light Company for the installation of water lines, underground phone lines and underground electric cables and/or the installation of street lighting, either or all of which may require an initial payment and/or a continuing monthly payment to Johnston County Public Utilities, Sprint and Carolina Power and Light Company by the owner of each building unit. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot unless shown in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Declarant reserves a permanent and construction easement extending fifteen (15) foot from the right-of-way line perpendicularly into each lot along each street or roadway as an easement for the maintenance of the existing street and road systems and the supporting cuts, ditches or slopes therefore.

#### ARTICLE 9

**OTHER EASEMENTS AND COMMON AREAS.** Other easements and common area, for recreational and other uses and purposes, are shown on the plat of the subdivision. Within such easements or common area, no structure, planting or other material shall be placed or permitted to remain which will interfere with the designated use of such area. The same area may be reserved for more that one purpose or use, but the use of these areas designated for utilities and drainage shall not interfere with the use of the area reserved for utilities or drainages.

## ARTICLE 10

**ENTRANCE SIGN MAINTENANCE:** The entrance sign area is shown on the map for Northfield Subdivision, which is recorded in Plat Book 70, Pages 20 and 21, Johnston County Registry. Declarants hereby reserves an easement for itself and grants and conveys to the Entrance Sign Maintenance Committee, its successors and assigns an easement across Entrance Sign Area and to maintain, repair, replace and improve signs within the Entrance Sign Area and to maintain, repair and improve the landscaping with the Entrance Sign Area. Declarants shall maintain the Entrance Area until April 1, 2008 when maintenance of the Entrance Sign Area shall become the responsibility of the Northfield Subdivision residents.

Each lot owner shall be responsible for keeping his or her mailing address current with the other residents and the residents may rely upon such information for purposes of mailing statements for the annual maintenance assessments. Each lot owner within the subdivision, by acceptance of a deed therefore, whether or not its expressed in such deed, is deemed to covenant and agree to pay the said annual maintenance assessment as may be agreed upon by the residents.

Failure of any lot owner to pay his or her annual maintenance assessment within sixty days of the mailing of the statement shall constitute a failure to pay for labor and materials contemplated by North Carolina General Statutes 44A-7, et seq. This right insures to the benefit of lot owners for the cost of any maintenance, repair and improvement of the Entrance Area provided such cost is authorized in accordance with the paragraph.

## ARTICLE 11

**BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED: NUISANCES PROHIBITED.** No part of the said property shall be used for business, manufacturing, commercial or professional purposes. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboard shall be erected or maintained on the premises other than temporary "for sale" signs. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a trade or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop, gift shop or automobile repair shop shall be carried on upon any lot. No trade materials or inventories may be stored or regularly parked on the premises. In-house businesses may be conducted so long as (1) the business is conducted solely by the homeowners or occupants, (2) no outside signs or other advertisement is done and (3) the business is not visited by customers or suppliers.

## ARTICLE 12

**TEMPORARY STRUCTURES.** No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of ARTICLE 7 shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation either temporarily or permanently.

No mail receptacle shall be erected unless approved by the Declarant.

## ARTICLE 13

**TRUCKS, BOATS, TRAILERS.** No trucks, pickups, boats, trailers or motor homes shall be parked on public streets of the subdivision. No tractor-trailer trucks, either with or without the trailer, shall be parked overnight anywhere in the subdivision. Any boats or recreational vehicle must be parked in the back yard and stored and screened in such a manner as to not be visible from the street. No cars which are not in working condition, regularly used, licensed and insured shall be parked overnight anywhere in the subdivision.

## ARTICLE 14

**GENERAL APPEARANCE.** The owners of all lots shall be responsible for keeping such lot mowed, trimmed, and cleaned. Should any lot owner fail to maintain his or her property in a neat, clean, well-mowed manner, then the Architectural Committee shall have such lot maintained and the owner of such lot shall be responsible for the costs incurred by the

Architectural Committee. Garbage cans shall be kept in the back yard and shall not be visible from the street. No satellite dishes of more than 24 inches in diameter shall be allowed. No window air conditioning units shall be installed so as to be visible from any street.

## ARTICLE 15

**CONSTRUCTION REQUIREMENTS/BUILDER'S RESPONSIBILITIES.** The Builder shall maintain the appropriate builders' risk insurance at all times during the construction process.

Each lot shall have one (1) driveway leading from the street which shall be transit mixed concrete. The location of such driveway shall be approved in writing by the Declarant and shall not be installed without having obtained a permit from the Department of Transportation if required. Said driveway shall be used by all contractors as much as is reasonably possible during the entire construction process.

During construction, the Builders shall keep the building site neat and orderly and free of trash and debris during the construction process. The Builder shall place a storage container on the property site to place waste materials in until same are hauled off of the site and shall provide their employees and agents with portable toilet facilities. The Builder is responsible for maintaining the lot at all times until the house is sold to a purchaser for value. If, in the opinion of the Declarant, a lot is being maintained in violation of the above standard, Declarant or its designees may, at the expense of the owner, have such conditions corrected.

During construction of driveways or other land disturbing activities undertaken for landscaping purposes on any lot or street right of way in front of a lot, the lot owner undertaking such activity shall be responsible for installing erosion control devices, if needed to control water pollution from sedimentation and to prevent accelerated erosion and sedimentation of lakes and natural water courses. These devices shall be constructed and maintained in accordance with the then current county erosion and sediment control ordinances. No construction debris, including concrete washout, shall be placed on any street right of way. Ditches or slopes of streets destroyed during construction activity shall be replaced by the lot owner responsible for such activity. No lot shall be cleared of naturally occurring trees or other vegetation without prior written approval of the Declarant. The Builder shall not cause damage to the shoulders of the subdivision or any other common areas of the subdivision and shall repair any damages that is done thereon and shall be solely responsible for the costs of same.

**Builders are responsible for driveway pipe size, drainage, seeding to any area disturbed or damaged by builder.**

## ARTICLE 16

**FENCES.** No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum front building setback line established herein, except upon approval of the Architectural Committee. No metal fences except black coated chain link fences in the back yard only shall be installed on any lot unless screened in a manner approved by the Architectural Committee, which approval may be withheld arbitrarily. The Homeowners may set aside a fenced lot for the storage of vehicle mentioned above, that are owned or held by lot owners. The Declarant itself is under no obligation to provide such a lot or convey such a lot to the Homeowners.

In addition, any fencing erected for use as a dog or animal pen shall be located behind the dwelling located on the lot and shall be located at least 20 feet from the rear of the property line and at least 20 feet from both sides property lines. The location of the dog or animal pen may be varied only by written consent from the Architectural Committee or such person(s) as Architectural Committee shall designate in writing.

## ARTICLE 17

**SIGHT DISTANCES.** No fence, well hedge, or shrub planting which obstructs street lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and any line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property line extended.

The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of street property line with the edge of a driveway or ally payment. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### ARTICLE 18

**ANIMALS.** No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property. No more than two (2) dogs shall be allowed and all dogs kept outside must be securely fenced in. Any dog that is outside its fence must be leashed or held by its owner. No pet pigs are allowed.

#### ARTICLE 19

**MAILBOXES.** All mailboxes shall be uniform. They are to be ordered by the Declarant. The Builder on each lot shall be responsible for placing and purchasing same on the lot prior to the sale of said property to an Owner.

#### ARTICLE 20

**STORMWATER MANAGEMENT.** Lots 1 through Lot 39 of Northfield Subdivision shall have no more than 3,450 square feet per lot (including any access easement owned by the lot and that portion of the right-of-way between the edge of pavement and the front lot line), which shall be covered by impervious structures including asphalt, gravel, concrete, brick, stone, slate or similar material but not including wood decking or the surface of swimming pools. This covenant is intended to insure continued compliance with the stormwater management permit issued by the Johnston County Stormwater Program. The covenant may not be changed or deleted without the consent of the Johnston County.

#### ARTICLE 21

**ROAD MAINTENANCE.** The Declarant shall construct the roads within the subdivision to meet specification required by the North Carolina Department of Transportation for State maintenance of the roads, and Declarant shall maintain the roads in a condition acceptable to the Department until the State agrees to accept the roads for state maintenance.

#### ARTICLE 22

**WAIVER OF VIOLATION.** Any violation of these covenants, as it pertains to building size and location may be waived by agreement of the Declarant and the owners of the lots immediately adjoining the lot wherein the violation exists.

#### ARTICLE 23

**TERM.** 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 on which this Declaration and Agreement is filed for registration in the Registry of Deeds, after which period said covenants shall be automatically extended for the 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; provided, however, that any such instrument must be recorded within a six-month period preceding the end of the twenty-five (25) years period or a ten (10) year extension period.

#### ARTICLE 24

**ENFORCEMENT.** Enforcement shall be the responsibility of the Homeowners of the subdivision. Nothing herein set forth shall be deemed to require the Declarant to enforce the terms of this Declaration. However, the Declarant, the Architectural Committee, the Homeowners or any lot owner shall have the right to bring enforcement proceedings should any of the terms hereof be violated.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the court.

#### ARTICLE 25

**SEVERABILITY.** Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

#### ARTICLE 26

**DEVELOPMENT.** The Declarant reserves the rights for itself, its principals and affiliates and their assigns, to develop lands adjoining this subdivision in subsequent phases and to subject such development to Restrictive Covenants substantially similar to these contemplated herein to include owners in such additional subdivision developments.

#### ARTICLE 27

##### **ANNEXATION AND WITHDRAWAL OF PROPERTY.**

**Section 1: Annexation Without Approval of Homeowners.** The Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described in the above reference Plat Book and Pages as recorded in the Johnston County Registry, has been subjected to this Declaration, to subject to the provisions of this Declaration and the jurisdiction of the Homeowners all or any portion of the real property described in the above reference Plat Book and Pages as recorded in the Johnston County Registry. The Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in the above reference Plat Book and Pages as recorded in the Johnston County Registry or any supplemental declaration and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration annexing such property in the County Registry Official Records of Johnston County, North Carolina. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

**Section 2: Future Annexation of Additional Property Without Approval of Homeowners.** The Declarant may annex real property other than that described in the above reference Plat Book and Pages as recorded in Johnston County Registry, and following the expiration of the right in Section 1, any property described in the above reference Plat Book and Pages as recorded in Johnston County Registry or any other property Declarant wishes to annex, to the provisions of this Declaration and the jurisdiction of the Homeowners. Such annexation shall not require the affirmative vote of Voting Members.

Such annexation shall be accomplished by filing a Supplemental Declaration annexing such property in the County Registry Official Records of Johnston County, North Carolina. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

**Section 3: Withdrawal of Property.** The Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand the community pursuant to Section 1 of this Article 27, without prior notice and without the consent of any person, for the purpose of removing certain portions of the Properties then owned by the Declarant of its affiliates or the Homeowners from the provisions of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.


**Section 4: Additional Covenants and Easements.** The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Homeowners to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Homeowners. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant.

**Section 5: Amendment.** This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in the above referenced Plat Book and Pages as recorded in the Johnston County Registry.

## ARTICLE 28

**AMENDMENTS.** The Declarant reserves the right to amend any or all of these covenants, with the exception of Article 20, STORMWATER MANAGEMENT, at anytime prior to the conveyance of three quarters (75%) of the lots to the owners.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

  
 Crossroads Development Corporation  
 \_\_\_\_\_  
 Joseph D. Coates, President

Attest:   
 \_\_\_\_\_  
 Michael R. Coates, Secretary



**STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON COUNTY**

I, a Notary Public of the County and State aforesaid, certify that **Michael R. Coates** personally came before me this day and acknowledged that he is Secretary of **Crossroads Development Corporation**, 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 Michael R. Coates as its Secretary.

Witness my hand and official stamp or seal, this the 17<sup>th</sup> day of April, 2007.

My Commission Expires:

June 26, 2008

[Signature]  
Notary Public

