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 Iredell County, NC
 Brenda D. Bell Register of Deeds,

BK **1959** PG **932-948**

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**DECLARATION OF
 COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
 FOR CASTLEGATE SUBDIVISION**

17

This Declaration of Covenants, Conditions, Easements and Restrictions for CASTLEGATE SUBDIVISION ("Declaration") is made this 11th day of August, 2008, by PHOENIX RISING DEVELOPMENT, LLC, a North Carolina limited liability company, herein collectively referred to as "Developer" or "Declarant".

WHEREAS, Developer owns that certain tract or parcel of land in Iredell County ("Property") known as CASTLEGATE SUBDIVISION (and as attached as Exhibit A) depicted on a plat of survey recorded in Plat Book 54, Pages 98 - 100 in the Iredell County Public Registry (the "Plat").

AND WHEREAS, Developer wishes to develop the Property into a residential subdivision known as "CASTLEGATE" according to a common scheme of development and to encumber the Property and lots and all common areas in the Property with the covenants, conditions, easements and restrictions contained herein to run with the land.

NOW, THEREFORE, the following covenants, conditions, reservations, easements and restrictions are hereby established and imposed upon all lots depicted on the Plat for the said Property located in Iredell County, North Carolina (excepting, however, any such lot or lots on the Plat, if any, upon which Developer shall or might cause to be developed or built certain amenities or additional common areas or common elements or limited common areas or limited common elements for the benefit of some or all of the Owners of lots making up the Property ("Amenities Lots"), said covenants, conditions, reservations, easements and restrictions to run with the title to said lots making up the Property, excepting the Amenities Lots, if any, and to be enforceable at law and in equity by each lot owner in the Property, by Developer and by the CASTLEGATE Homeowners Association, Inc. (the "Association") as a common scheme of development for and among such lots:

1. Residential Purpose. Except as hereinafter reserved, all lots shown on said Plat aforesaid shall be used for residential purposes only, and no building shall be erected, placed, or permitted to remain on any lot or combination of contiguous lots except one single family dwelling not to exceed two and one-half stories above ground, a private garage for not more than four cars, and such outbuildings as may be approved for use in connection with the dwelling; provided, however, that the said Developer reserves unto itself and any developer or other person or entity who may succeed to Developer's interests, the right to place and build a street or streets or roadways (together "Roadways") across any of the lots to provide ingress, regress and egress to and from any lands owned by Developer, to dedicate such Roadways, and to grant easements for the construction and maintenance of utilities within any the rights-of-way of any such Roadways, and provided further that any lot or lots may be used for the construction operation and maintenance of a swimming pool or other recreational facilities or common areas or amenities, if any, as the same might be constructed by the Developer or its successors. In addition, the lots and other property shown on the Plat are subject to the Septic Field Easements and Septic Supply Pressure Line Easements as are shown thereon and/or further described herein.

2. Square Footage. Single family dwellings shall contain not less than one thousand two hundred (1200) square feet of enclosed heated living area. All such square footage shall be computed exclusive of garage, carport, unheated storage areas, and non-living space. Each single family dwelling shall include a two (2) car garage. The intent and purpose of these covenants is to insure that all dwellings shall be of a consistent size as to insure an attractive subdivision. The garage and other accessory structures shall be constructed so that the outward appearance and structure are in keeping with the general architecture of the residence erected on said lot. Except as otherwise stated herein, roof pitch on dwellings and accessory structures shall be at least 6 inches vertically for each 12 inches horizontally, unless otherwise approved by Developer or its successor.

3. Temporary Buildings. No outbuilding, garage, shed, tent, single-wide or double-wide, or other-wide trailer, modular home, or temporary building of any kind shall be erected, constructed, permitted, or maintained upon any lot prior to commencement of the erection of a residence, and no outbuilding, garage, shed, tent, single or double-wide trailer or modular home, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction trailer or shed during the period of actual construction of any structure on such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

4. Temporary Facilities of Developer. Notwithstanding any other provisions contained herein to the contrary, Declarant, its heirs, assigns, agents, employees and contractors, shall be permitted to place and maintain upon one or more Lots, during the period of sale of Lots in the Subdivision or construction of dwelling housed thereon, such facilities and instruments necessary for the sale, construction and marketing of Lots and dwelling houses, including but not limited to, a business office, storage buildings, model

homes, portable toilets, temporary sales offices, yard signs, construction office, parking areas, lighting and temporary power poles.

5. Developer Approval. No dwelling structure, fence, wall, outbuilding, detached garage, or other accessory feature to the dwelling structure or a permitted recreational facility shall be commenced, erected, placed, maintained, or altered on any lot or combination of contiguous lots, until the complete construction plans, a plot plan, and specifications are approved in writing by the Developer, or its successors and assigns.

A. The areas over which approval shall be required shall include, but shall not be limited to, the size and plan of the principal residential structure, the location of the principal residential structure on the lot, the size and plan of the attached or detached garage, the location elevation, materials, and manner of construction of any dwelling driveway, walk, swimming pool, utility building, patio fence, or other exterior improvement.

B. All buildings shall have a roof of either slate, tile, wood shake shingles, asphalt/fiberglass composition shingles or other similar roofing material and be approved by the Developer as to the texture, material, and color. Further, the roof pitch elevation, exclusive of stoops, porches, or dormers shall have at least five (5) inches of rise for each twelve (12) inches of run. All garages shall have sideload entry or courtyard entry.

C. No buildings shall be constructed solely on a slab on grade foundation without the prior written approval of the Developer. The Developer encourages crawl space or basement foundations which provide access to building components and systems. No structure of any nature shall be erected on any lot that uses concrete blocks in a manner exposed on the exterior of the building.

D. Unless specifically otherwise approved in writing by the Developer, all structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot, and all structures are to have at least a portion of the front exterior consisting of brick or stone. Furthermore, no dwelling shall have an exterior surface composed of asbestos siding, perma-stone, masonite siding, exposed concrete block, cinder block, logs or other similar material.

6. Declarant's Right of Entry. In order to implement effective insect and woods fire control, the Declarant reserves for itself and its agents the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Committee for such plan), such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarant detract from the overall beauty, setting and safety of CASTLE GATE SUBDIVISION. Those lot maintenance actions described herein

above shall be done at the expense of the Lot Owner and if unpaid by the Lot Owner within sixty (60) days shall become a lien on said Lot. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Declarant and its agents may likewise enter upon such to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant or the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal.

7. Set Back. No building shall be erected on any lot nearer than thirty five (35) feet to the front (street) lot line, including the corner side of any corner lot; nearer than fifteen (15) feet to any interior lot line; or nearer than thirty five (35) feet to the rear lot line. A detached garage or permanent accessory building(s) is/are to be located no nearer than fifteen (15) feet to any interior lot line and no nearer than thirty five (35) feet to the rear lot line. No fence, wall, hedge, or similar obstruction exceeding two and one-half feet in height shall be permitted between the front lot line and front building setback line without the approval in writing by the Developer, or its successors and assigns. No low tree branches or other types of obstructions shall be placed or permitted to remain in the sight line approaches to any street or to street intersections. The "front line" on any corner Lot shall be the shorter of the two property lines along the two streets.

8. Easements.

A. Easements are reserved for the installation and maintenance of waterlines and of all other utilities of every nature and kind and drainage as set out on the Plat and elsewhere in this Declaration. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water throughout drainage channels in the easement. 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 the public authority or utility company is responsible. Declarant reserves easements ten (10) feet in width along all front, side, and rear lot lines, for the installation and maintenance of the driveways, walkways, parking areas, telephone and electric power lines, cable television lines, water and sewer lines, drainage ditches and for other utility installations over the Properties. Each Owner, by his acceptance of a deed to a Lot, acknowledges such reservations and rights of the Declarant to transfer such easements to such utility companies as Declarant may choose. The easements reserved by the Declarant includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any similar action reasonably necessary to provide economical utility installation and to maintain the overall appearance of the Development. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through

drainage channels in the easements. Declarant reserves the right to amend or remove said easements in part or in whole that are indicated in these restrictions and on the recorded subdivision map of CASTLE GATE SUBDIVISION. Declarant may do so unilaterally without the consent of the Lot Owners.

B. A Sign Easement is reserved and given to the Declarant and the Association for the installation and maintenance of two (2) monument subdivision entry signs located on Lot 1 and Lot 99 as set out on the recorded Plat. Within these sign easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of any signage located thereon. These sign easements reserved by the Declarant and the Association include the lighting, electrical lines, irrigation and landscaping as well as the sign structure itself. These sign easements reserved by the Declarant and the Association include the right to maintain, landscape, or take any similar action reasonably necessary to install and to maintain the overall appearance of the entry signs for CASTLEGATE SUBDIVISION.

9. Prohibitions and Nuisances.

A. No farm animals, livestock, poultry, or swine of any kind shall be kept, raised, or bred on any lot except that dogs, cats, pet birds or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

B. No noxious or offensive trade or activity shall be conducted or permitted on any lot, nor shall anything be done or permitted on any lot which may be or become nuisance or annoyance to the neighborhood.

C. No trailer, recreational vehicle, motor home, inoperable or wrecked vehicle, or boat of any kind may be stored or maintained on any lot except inside the garage or outbuilding or not viewable from any street side location.

D. No chain link fence, or wire and post fence shall be built on any lot and no fence of any kind shall be located on any lot that exceeds six (6) feet in height other than a fence enclosing a tennis court and such tennis court fence shall not exceed ten (10) feet in height. No fence of any kind shall be erected before first being approved by the Developer. The design, location, and materials utilized in the construction of any fence must be approved by the Developer. Any swimming pool facility or tennis court built on a lot shall be located so as to minimize the glare from lights onto an adjoining lot. Any swimming pool facility or tennis court built on a lot shall be located behind both of the rear corners of the dwelling. The design, location, and materials utilized in the construction of any swimming pool facility or tennis court facility must be approved by the Developer.

E. No vehicles of any type may be routinely parked in the front yard of a home on any lot other than in the driveway area.

F. No lot shall be used or maintained as a dumping ground for rubbish or unsightly objects. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

G. No storage tanks shall be erected or placed on any building lot above ground unless it is shielded from view with a structure of a nature in keeping with that of the residence on the lot.

H. At no time during initial construction, repairs and/or remodeling or reconstruction shall any building materials or trash be buried on any lot in this Subdivision. Contractor(s) shall at all times during his/her construction activities, maintain an on-site container for disposal of trash and discarded building materials and shall be responsible for all subcontractors disposing of their trash and unused building materials.

I. All construction materials and equipment shall be placed and stored on the lot and not in the right of way of the road. Any damage to the road surface, shoulders or drainage ditches caused by the Builder's subcontractors, material suppliers or employees shall be the responsibility of the contractor and shall be repaired or restored within ninety (90) days following written notice from Declarant. Building Contractor and its subcontractor, shall not enter upon nor disturb adjacent lots in the process of clearing and grading. Nor shall Building Contractor, its subcontractors, employees or material men enter upon or disturb adjacent lots during the course of construction for storage or delivery of materials or any other reason without the prior written consent of the adjacent lot owner.

J. Prior to site grading, building contractor shall take such measures, as are necessary to control erosion, including but not limited to, silt fences and a stone construction entrance, to prevent runoff and displacement of silt, mud and other matter onto the adjacent lots and into the right of way. Building Contractor shall comply with the rules and regulations set forth by the North Carolina Department of Environmental Health and Natural Resources and the Occupational Safety and Health Administration.

10. Driveways. All driveways shall be constructed on concrete and shall have a grade that slopes away from the highway/street surface at a rate equal to the slope of the shoulder, but not less than ¼" per foot nor greater than one inch per foot in a normal crown typical section. The slope shall continue for a distance equal to the prevailing shoulder width or longer so as not to cause a hump or depression in the shoulder area. Beyond the shoulder, the grade of driveways within the right-of-way should not exceed +/- 10%. Driveways must be constructed so that they do not adversely affect highway/street

drainage or drainage of adjacent properties. Drainage and stability of the highway/street subgrade must not be impaired by driveway construction or roadside development. In no case may the construction of a driveway cause water to flow across the highway/street pavement, to pond on the shoulders or in the ditch, or result in erosion within the right of way. If any driveway is to cross a drainage ditch, the Owner will be required to install, at his own expense, all necessary culverts and coverings prior to the commencement of any other construction on the Lot. The installation of the culvert and coverings must meet North Carolina Department of Transportation (hereinafter "D.O.T.") requirements and each owner will be responsible for making sure each individual driveway complies with D.O.T. guidelines in order to prevent any delay in the street maintenance being taken over by the state. If any driveway is to cross a drainage ditch, the Owner will be required to install, at his own expense, all necessary culverts and coverings prior to the commencement of any other construction on the Lot. The installation of the culvert and coverings must meet North Carolina Department of Transportation (hereinafter "D.O.T.") requirements and each owner will be responsible for making sure each individual driveway complies with D.O.T. guidelines in order to prevent any delay in the street maintenance being taken over by the state.

11. Mailboxes. Mailboxes on each Lot shall conform to specifications set forth by the Developer. All mailboxes shall be of similar style and material and shall be maintained by the property owners to their original specifications. No newspaper boxes shall be permitted unless approved by the Developer, its successors or assigns. No brick or masonry mailbox columns will be allowed on any lot in the subdivision.

12. No Signs. No sign or bulletin boards of any description shall be displayed on any lot with the exception of "For Rent" or "For Sale" signs which shall not exceed two feet by three feet in size.

13. Trees. Allowing for clearance of trees for placement of dwelling and other outbuildings, hardwood trees are to be left standing on at least 20% of the area of each lot. Property owners are not allowed to "clear-cut" lots. Pine and other diseased or damaged trees may be cut, but should be replaced with hardwoods so that the lots keep their "wooded" appearance.

14. Lots. No lot shall be subdivided, by sale or otherwise, so as to reduce the total area shown on the aforesaid recorded plat. However, any number of lots may be consolidated into one lot, and in that case, these restrictions shall apply to the combination lot and to the same extent as if the consolidated lot were one lot. Provided, however, the subdivision and/or recombination by Declarant of certain lots and other areas making up the Subdivision as is depicted on a New Plat is hereby approved by the undersigned and shall not be considered a violation of this provision.

15. Covenants Run With the Land. These restrictions shall be covenants running with the land in the said subdivision and shall be binding on all parties and all persons claiming an interest in the property within the subdivision for a period to twenty-five