

Type: CONSOLIDATED REAL PROPERTY
Recorded: 2/23/2024 1:49:52 PM
Fee Amt: \$26.00 Page 1 of 10
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1976 PG 74 - 83

After recording, return to: Brian S. Edlin, P.O. Box 10669, Raleigh, N.C. 27605

**ACKNOWLEDGEMENT OF THE BOARD FOR SHELTON HILLS
PROPERTY OWNERS ASSOCIATION, INC.**

Adopted: 02/12/2024

THAT WHEREAS J.W. Black, acting through his Attorney-in-Fact, Gertrude S. Black, and Gertrude S. Black, Individually, caused to be recorded a certain Declaration of Protective Covenants, Private Road Maintenance Provisions and Reservation of Easements for Shelton Hills Subdivision in Book 254, Page 293 of the Granville County Public Registry (hereafter referred to as the "Declaration");

WHEREAS J.W. Black, acting through his Attorney-in-Fact, Gertrude S. Black, and Gertrude S. Black, Individually, caused the Declaration to be amended through the recordation of a certain Modification of Protective Covenants, Private Road Maintenance Provisions and Reservation of Easements in Book 561, Page 150 of the Granville County Public Registry;

WHEREAS, Shelton Hills Property Owners Association, Inc. (hereafter referred to as the "Association") was incorporated on or about 12 June 2007 with the North Carolina Secretary of State and is the primary entity responsible for administering the affairs of Shelton Hills Subdivision as set forth in its legal documents, including without limitation, the Declaration;

WHEREAS, the Association approved and caused to be executed concurrently with the adoption of the Bylaws of Shelton Hills Property Owners Association, Inc., dated 17 September 2007, a certain Subdivision Covenants – Declaration of Protective Covenants and Building Restrictions (hereafter referred to as the "Amendment" attached hereto as "Exhibit A"), intended to serve as a further amendment to the Declaration;

WHEREAS, the aforementioned Amendment was not duly recorded in the Granville County Public Registry after its proper approval and execution;

WHEREAS, the Association desires to cause the Amendment to be recorded and thereby formally constitute a binding amendment to the Declaration, *nun pro tunc*, as of the date of the Amendment's execution;

NOW, THEREFORE, the undersigned does hereby acknowledge and declare that the Amendment shall be adopted as follows:

The Amendment shall be acknowledged as having been duly adopted as a formal amendment to the Declaration and any prior amendments, and shall be effective, *nun pro tunc*, as of 17 September 2007.

**CERTIFICATION OF VALIDITY OF ACKNOWLEDGEMENT FOR
SHELTON HILLS PROPERTY OWNERS ASSOCIATION, INC.**

By the authority and unanimous consent of its Board of Directors, the undersigned officer of the Shelton Hills Property Owners Association, Inc. hereby certify that the foregoing instrument has been duly adopted and approved by the requisite percentage of the Board of Directors of Shelton Hills Subdivision and is, therefore, a valid Acknowledgment for Shelton Hills Subdivision.

SHELTON HILLS PROPERTY OWNERS
ASSOCIATION, INC.

By: Wayne Hiscus
President

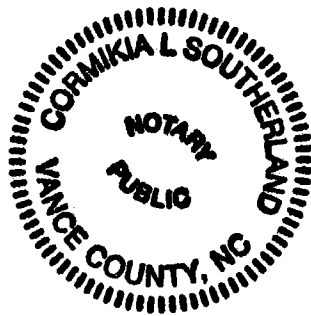
STATE OF NORTH CAROLINA
COUNTY OF CREAMVILLE

ACKNOWLEDGMENT

I, Cornelia L. Southerland, a Notary Public of Vance County, North Carolina, certify that Wayne Asch personally came before me this day and acknowledged that they are PRESIDENT of Shelton Hills Property Owners Association, Inc., a North Carolina non-profit corporation, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

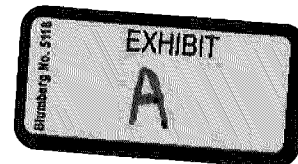
Witness my hand and official stamp or seal, this 12th day of FEBRUARY, 2024.

(Stamp or Seal)



Cornelia L. Southerland
Notary Public
Printed Name:

My commission expires: 06-26-2027



SUBDIVISION COVENANTS

DECLARATION OF PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS

ARTICLE I

Page 1 of 4

Definitions:

- A. "SHPOA" shall mean and refer to Shelton Hills Property Owners Association.
- B. "BOARD" shall mean and refer to Shelton Hill Property Owners Association Board of Directors.
- C. "SUBDIVISION" shall mean and refer to land described herein as Shelton Hills Subdivision.
- E. "OWNER" shall mean and refer to the owner of record, whether one or more persons, firm, corporation, partnership, association, trust, or other entities, of a fee simple title to any lot which is part of the Subdivision.
- F. "LOT" shall mean and refer to any parcel of land shown on the plot of the Subdivision as described herein, including amendments too.
- G. "PROPERTY" shall mean and refer to land and/or real estate within the Subdivision.
- H. "DWELLING" shall mean and refer to the structure used as a residential living unit located upon a "LOT", including garages and/or appurtenances.
- I. "SINGLE FAMILY" shall mean and refer to an individual, two or more persons directly related by blood, marriage or law living together in a dwelling unit.

ARTICLE II

- 1. By purchase of a LOT or LOTS in the SUBDIVISION, the buyer agrees and understands this declaration runs with the land and is binding on all parties having or acquiring any right, title or interest in the described properties and purchaser becomes a member of the SHPOA. Membership shall be appurtenant to, and may not be separated from ownership. At the annual SHPOA meeting, each OWNER shall be entitled to one vote per lot. No OWNER may waive, escape or otherwise avoid this membership.
- 2. This association shall assemble yearly and elect a BOARD to act as necessary to provide for the preservation, protection, enhancement, road maintenance, safety, security, recreation, peaceful enjoyment, and other matters the members deem necessary or desirable, for the mutual benefit of all OWNERS. The date and time for the annual meeting shall be fixed by the BOARD. At each annual meeting, there shall be elected a BOARD consisting of at least three (3) members. Those members must be an OWNER at least 12 months previous to election.

The term of BOARD members shall be 1 year. Any BOARD member may serve consecutive terms upon the re-election of the membership. The BOARD shall have full empowerment to levy yearly dues for the general maintenance, lighting, care and upkeep of the SUBDIVISION and to levy special assessments for, but not limited to, special improvements, emergency repairs, capital improvements and/or extraordinary expenses. Refer to "Board of Directors, Officer Duties/Roles". No Owner may waive or otherwise escape liability for the assessments provided herein.

- 3.. When a violation of these covenants is found to exist, the BOARD, OWNER or OWNERS shall have the right to an action at Law to recover sums due, damages, injunctive relief and/or such other and further relief as appropriate. Any assessments which are not paid when due, are delinquent. The BOARD on behalf of SHPOA, shall have the option to declare the outstanding balance of any assessment due and payable if any installment therefore shall become delinquent as defined herein. If the assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or the highest rate allowed by law. The BOARD may bring an action at law against the OWNER personally obligated to pay same or foreclose the lien against the property. Interest fees, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. Each OWNER, by this acceptance of a deed to any portion of the Properties hereby expressly vests in the ASSOCIATION, its agents or assigns, the right and power to bring all actions against such OWNER personally liable for the debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure of lien within 1 (one) year of violation or delinquency.

ARTICLE III

1. All LOTS shall be for single family residence only.
2. No dumping shall be permitted on any LOT or PROPERTY.
3. No trucks, commercial vehicles, trailers of any type, tents, campers, shack, garage or other outbuilding built, placed or erected on LOT shall be at anytime be used as a residence either temporarily or permanently.
4. No LOT shall be subdivided.
5. A LOT is restricted to use for single family residences with out-buildings of the same or similar construction and limited agricultural purposes such as private gardening unless otherwise agreed to in writing by the BOARD.
6. Building 'set backs' from property and road frontage lines shall be as directed by Granville County Zoning and/or Building regulations.
7. No noxious or offensive or unlawful or illegal activity or trade shall be carried out upon any LOT nor shall anything be done which may become an annoyance or nuisance to the SUBDIVISION or PROPERTY OWNERS.

8. No LOT shall be used for any type of commercial or retail business as to cause excess traffic except generally accepted 'yard sales' and those having a limit of 2 (two) per year, per LOT.
9. No trade or inventories may be visibly stored on any LOT.
10. No signs of any kind shall be exhibited in any way on or above LOT larger than 36" x 36" unless owned or placed by SHPOA.
11. No reptiles, animals, poultry, live stock of any kind shall be raised, bred, or kept on any part of any LOT and/or DWELLING except that dogs, cats, or any other common household pets may be kept thereon provided they are not raised, bred, kept, or maintained for resale or commercial purposes and/or are not permitted to become a neighborhood nuisance or hazard in any manner. No dog or cat may be permitted to run at large.

ARTICLE IV

1. No DWELLING shall be erected, altered, placed or permitted to remain on any LOT other than one (1) single family dwelling not to exceed two and one-half (2 ½) stories in height.
2. No single story DWELLING shall have less than 1,200 sf exclusive of garages, porches, breezeways or terraces, when measured by exterior measurements.
3. No two (2) story DWELLING shall have less than 1,600 sf exclusive of garages, porches, breezeways, or terraces, when measured by exterior measurements.
4. All buildings and other structures must be 'set back' as directed by the Granville County Zoning and/or Building Permit regulation.
5. All buildings shall constructed of new materials only. Structures with exposed c.m.u. exteriors including those foundations above grade shall be prohibited. The exterior siding material of all structures shall be of aluminum, vinyl, brick, stucco, redwood, cedar, or natural wood, in harmony with the general surroundings or adjacent structures.
6. The roof pitches of all residences shall be not less than .5 inches per 12 inches and shall have a minimum 1 (one) foot overhang.
7. No mobile homes whether single wide or double wide and/or mobile homes as defined by NC State Law and/or courts, shall be placed on any LOT.
8. Each DWELLING shall have its own well and its own septic system in full compliance with the requirements of the Granville County Health Department and county codes.
9. No structure shall be permitted to remain unfinished on any lot for a period of more than nine (9) months.
10. Any DWELLING or structure placed on any LOT shall be maintained in good repair and in such a way as to compliment the SUBDIVISION.
11. No interior furnishings or appliances shall be placed on or about the exterior of any DWELLING or upon any LOT in this SUBDIVISION.

ARTICLE V

1. All driveways installed from a butting roadway must use pipe of sufficient size to insure proper drainage, but not less than 15 inches in diameter. Any pipe used must be of a type approved for use by the NC D.O.T..
2. No stripped, wrecked, junked, inoperable motor vehicles or parts thereof shall be permitted to be parked or kept on any LOT. All motor vehicles of any type kept on any LOT shall have current registration and inspection certificates.
3. All DWELLING connections for all utilities including, but not limited to: water, electricity, gas, telephone, and television; shall be run underground from the proper connection points to the DWELLING structure in such a manner as may be acceptable to be appropriate utility authority.
4. No window air conditioning units shall be installed in the side of any structure in such a manner as to be visible from any street or recreational area.
5. No hunting, plinking, sighting in or target practice allowed on common ground. Private shooting or target practice using low power arms may be allow when shooting facilities are approved by the proper organization or authorities and only upon OWNERS PROPERTY.
6. OWNERS of LOT and/or DWELLINGS within the SUBDIVISION are responsible for the actions of guests, visitors, renters, or leasers. Parties and congregations are allowed and encouraged; however, they will not be allowed to be a nuisance or annoyance to OWNERS within the SUBDIVISION.
7. Motorcycles, four wheelers, dune buggies, or similar apparatus are allowed, unless they become a violation of law, a nuisance, danger, or annoyance to the SUBDIVISION.
8. OWNERS are responsible for their builders, contractors, sub-contractors, and repairmen who create a need for repair and/or replacement of roadways or other property damaged within the SUBDIVISION.
9. If any LOT is graded, cleared or otherwise improved or changed from its natural state, that LOT must be continually maintained. No undergrowth, weeds or grass to a height of 1 (one) foot will be allowed. The BOARD will on behalf of the LOT OWNER, maintain said LOT and assess the OWNER maintenance fees.
10. No vehicle with a gross weight of more than 18,000 lbs, road tractors, semi-trucks and/or tractor trailer equipment will be permitted on any road unless delivering personal possessions or construction materials. That equipment owned or operated by an OWNER present within the SUBDIVISION at time of adoption will be allowed exempt from this rule.
11. Road speed limits shall be 15 mph and considered no passing zones. All signage shall be strictly adhered too.

ARTICLE VI

1. Designated 'Recreational' areas shall be for the sole use of 'OWNERS' only. Guest will be allowed under the direct permission and supervision on an 'OWNER'.
2. This covenant shall remain in effect for a period of 5 year from adoption and then only changed by majority vote of the membership.
3. *ENFORCEMENT > Action should be considered and developed.*

Shelton Hills Property Owners Association Inc.

The following are set of interpretations and enforcement guidelines adopted by the Shelton Hills Property Owners Associated Inc. These interpretations were adopted to provide consistency in applying and enforcing Shelton Hills Property Owners Association Inc, conveyance.

Interpretations: The set of interpretations were adopted by the board in September 2007. Communication to the members occurred with letter dated October 11, 2007.

Conveyance page 293

Item 1- *"No inoperable or junk vehicles or equipment of any kind may be located on the property."*

1. The board interprets inoperable junk to be, any vehicle that no longer has valid license plates and/or:
 - Is partially dismantled or wrecked
 - Cannot be self-propelled or moved in the manner in which it was originally intended to move
2. The board interprets inoperable equipment to be any materials that have remained in the same location for an extended period of time and or can be perceived as an eye sore that would affect property values.

Guidelines for enforcing item 1 on page 293:

1. Certified letter sent upon observation and or complaint, letter will request that the non-compliance be addressed with 30 days from receipt.
2. Civil action filed
3. Postage fee's added to following year's dues.

Item 2- *"The residence is restricted to single-family residential houses only and limited agriculture purposes such as private gardening. Only one dwelling and residence may be located on each lot."*

1. The board interprets this as only one home that is at minimum 1100 square feet in size per lot.
2. The board also interprets this to mean that any perceived permanent camper or outbuilding being used as a residence is not complaint with the intent of this conveyance item.

Guidelines for enforcing item 2 on page 293:

1. Permanent residence in a camper or outbuilding is a violation of county rules and regulations, therefore the board will engage the county board of health when a camper or remote building is utilized or perceived to be utilized as a permanent residence.

Shelton Hills Property Owners Association Inc.

Item 3- *"No hogs or other commercial livestock shall be raised or kept on the property."*

1. Recognizing that the term "commercial" in the statement "no commercial livestock" can be interpreted as any pet animal other than a hog is allowed. It is the board's view that any animal classified as livestock is an unwelcomed animal in a residential community.
2. We need to take into consideration the precedence that would be set, consider impact to your neighbor's and general property values.

*Note- The board continues to seek precedence that will support our interpretation

Item 4- *"No mobile homes are permitted on the property."*

1. The board interprets this clause as no mobile homes inclusive of an on-frame modular home.
2. General state and federal rulings prevail.

Item 5: *"All driveways installed from abutting roadways must use pipe of sufficient size to insure property drainage not less than 15 inches in diameter, and any pipe used shall be of a type approved for use by the N.C. Department of Transportation."*

Existing residence:

1. Property must have a compliant culvert pipe.
2. Property has a documented waiver from the Board. In order to obtain a waiver the property owner must provide proof that a culvert pipe provides no drainage benefit.

New residence:

1. Properties are expected to have a culvert pipe at the time they receive their occupancy permit.
2. Property has a documented waiver from the Board. In order to obtain a waiver the property owner must provide proof that a culvert pipe provides no drainage benefit.

Guidelines for enforcing item 5 on page 293:

1. The Board will send 1 letter via Certified mail. Letter will highlight that the member has 60 days to have a pipe installed.
2. After 60 days Shelton Hills Property Owners Association Inc. will contract the installation of the pipe.
3. Immediately upon completion of the Culvert Pipe, a bill will be sent to the member.
4. Member will have 30 days from mailing to reimburse Shelton Hills Property Owners Association Inc.
 - Interest accrues from day one of payment to contractor.
 - Fees include postage for certified letter.
5. If full payment is not received within 30 days, Shelton Hills Property Owners Association Inc. will file a Lien and Small Claims suit.
6. Non-Compliant property owner will be liable for all court costs.

Shelton Hills Property Owners Association Inc.

Guidelines for use of Shelton Hills Property Owners recreation lots:

- The Shelton Hills community properties are intended for use of Shelton hills property owners and their guests.
- A guest is defined as a visiting relative, or friend. A friend is defined as an immediate friend, not a friend of a friend of a friend. If we consider that the intent of the pond is for the residents of Shelton Hills, common sense should prevail.

Guidelines for enforcement:

1. Any member that suspects trespassing are encouraged to call the sheriff.
2. If the trespasser refuses to leave, a sheriff will be call and trespassing charges will be filed.