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Nash County North Carolina
Sandra D. Davis Register of Deeds

BK 3436 PG 667-674

NORTH CAROLINA
NASH COUNTY

RESTRICTIVE COVENANTS

These Protective Covenants and Restrictions ("Covenants") are made this 4th day of September, 2025, by LD Land Holdings, LLC, ("Declarant"), and hereby establishes the following Restrictive Covenants, to be applicable to and binding upon the land herein described, as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of a certain parcel of land, consisting of Lots 1 through 18, as shown on Exhibit A attached hereto (the "Property"), being a portion of the same property as was conveyed to Declarant by Deed recorded at Book 3310, page 928, Nash County Registry; and

WHEREAS, said property has been subdivided into residential lots for subsequent re-sale; and

WHEREAS, Declarant now desires to subject said real property to the covenants and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all the real property described in Exhibit A attached hereto, located in Nash County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Restrictive Covenants herinafter set forth.

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SECTION 1- DWELLINGS AND ACCESSORY STRUCTURES

1. All dwellings shall have a minimum finished ground floor area of 1,500 square feet, excluding basements, patios, porches, and garages, whether attached or detached. Upon completion of construction, all stumpage, debris, and waste materials must be promptly removed from the lot.
2. Single-wide, double-wide, and triple-wide manufactured or mobile homes are strictly prohibited.
3. No mobile homes, RVs, campers, tents, shipping containers, or other temporary or portable structures shall be used as a residence, guesthouse, or for any overnight occupancy on any Lot, whether permanent or short-term.
4. One accessory dwelling unit (ADU) or workshop may be permitted on a Lot, provided that:
 - a. it is authorized by applicable zoning regulations;
 - b. it is constructed on a permanent foundation;
 - c. it is architecturally compatible with the primary dwelling in terms of materials, siding, roof pitch, and color;
 - d. it is located to the rear or side of the primary dwelling and complies with all applicable setbacks; and
 - e. it does not exceed fifty percent (50%) of the heated square footage of the primary dwelling.
 - f. No ADU may be conveyed separately from the primary dwelling.

SECTION 2- FENCING STANDARDS

1. Fences shall be constructed of wood, black aluminum, wrought iron, or vinyl. Chain-link, barbed wire, electric, or temporary barriers (including pallets, tarps, or construction fencing) are prohibited.
2. Fences shall not exceed six (6) feet in height and shall not extend forward of the front façade of the dwelling.

3. Fences must not obstruct visibility at intersections or driveways. All fences must comply with local zoning requirements regarding sight lines for safety.
4. All fences must be maintained in a safe, upright, and clean condition. Broken, rotting, leaning, or unsightly fences must be repaired or removed within thirty (30) days after written notice.

SECTION 3- SWIMMING POOLS

1. Only in-ground swimming pools are permitted. Above-ground pools, inflatable pools larger than eight (8) feet in diameter, or temporary pool structures are prohibited.
2. Pools must comply with all applicable laws and regulations, be located in the rear yard, and maintain all required setbacks.
3. Any fence or barrier associated with the pool shall comply with the fencing standards set forth in Section 2 of these Covenants.
4. Any associated pool equipment (pumps, filters, heaters, etc.) shall be screened from public view using landscaping, enclosure, or fencing consistent with Section 2 of these Covenants.

SECTION 4- VEHICLES AND EQUIPMENT

1. Passenger cars, pickup trucks, vans, or similar vehicles used for personal or work purposes are permitted, provided they are standard size (not exceeding seven (7) feet in height or twenty-two (22) feet in length) and maintained in good repair with no excessive rust or visible damage.
2. The following may not be parked or stored on any Lot or subdivision street:
 - a. Semi-trucks, box trucks, or commercial vehicles exceeding twenty-two (22) feet in overall length.
 - b. Dump trucks, flatbeds, or tow trucks.
 - c. Construction or heavy equipment (e.g., backhoes, skid steers, bulldozers).

3. Utility or equipment trailers owned and used by a resident are permitted, provided they do not exceed twenty-two (22) feet in overall length and stored neatly in the side or rear yard.
4. Recreational vehicles, campers, and boats are permitted only if stored in the side or rear yard and shall not be kept in the front of the home.
5. No more than two (2) trailers, recreational vehicles, campers, boats, or similar equipment may be stored outside on any lot at any one time.
6. Commercial vehicles, trailers, or equipment may be present on a Lot temporarily during active construction, delivery, or home improvement work, provided such vehicles are removed promptly upon completion of the work.
7. No Lot shall be used for the regular storage, dispatch, or staging of multiple vehicles or equipment related to a commercial business in a manner that exceeds or violates the standards for a permitted home-based business under applicable Nash County zoning ordinances (including without limitation, landscaping fleets, trucking operations, or equipment rental yards).
8. No more than five (5) motor vehicles owned or regularly used by the occupants of a Lot, their guests, or associated with a permitted home-based business, shall be parked on the Lot at any one time.
9. No inoperable motor vehicle, trailer, or similar equipment shall be kept outside on a Lot. A vehicle is deemed inoperable if it is unlicensed, unable to operate under its own power, or exhibits flat tires, missing parts, broken windows, or other unsafe conditions. Temporary repairs shall not exceed fourteen (14) consecutive days. If not repaired within this period, it shall be removed from the subdivision or stored entirely within a fully enclosed garage.

SECTION 5- ANIMALS AND PETS

1. No plants, animals, reptiles, or other items whose presence or activity is noxious, dangerous, toxic, venomous, unpleasant, unsightly, or of a nature reasonably likely to diminish or interfere with the quiet enjoyment of other Owners, tenants, or guests shall be permitted on any Lot.
2. No animals, reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for commercial purposes. Traditional household pets may be kept within a Dwelling unit, provided they are maintained solely for personal companionship of the occupants and do not create a nuisance or disturbance.
3. Household pets shall not be allowed to roam beyond the Owner's property lines. When off the Owner's Lot, such pets must at all times be on a leash and under control.
4. Up to ten (10) hens may be kept on any Lot; however, roosters are strictly prohibited. Chickens shall be kept solely for the personal use of the Owner and may not be raised, bred, or maintained for any commercial purpose. All chicken coops, pens, or enclosures shall be:
 - a. Located in the rear yard of the Lot;
 - b. Regularly cleaned and maintained in a sanitary and orderly condition to prevent noxious odors, pests, or an unsightly appearance.

SECTION 6- ENFORCEMENT, TERM, AND AMENDMENT

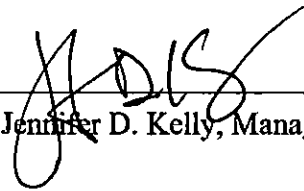
1. Prior to initiating legal action, the enforcing party shall provide written notice of the violation to the Owner of the affected Lot. The violating owner shall have thirty (30) days from the date of such notice to cure the violation, unless the violation presents an immediate threat to health or safety.
2. Enforcement of these Protective Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof. Such action may be either one to restrain a violation, compel compliance or to recover monetary damages, including court costs and attorneys fees.

3. Invalidation of any one of these covenants or any part thereof by the judgement or order of a Court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision, 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 Protective Covenants shall not prevent or limit the enforcement of such provisions in the future.
4. These Protective Covenants shall run with the land and shall be binding on all parties and all person claiming under them for a period of thirty (30) years from the date these Protective Covenants are recorded, after which time said Protective Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing and signed by a majority of the then owners of the lots (with each owner having one vote per lot owned; recombined lots being considered as a single lot thereafter) has been recorded, said instrument providing that these Protective Covenants are to be amended or revoked.
5. These Protective Covenants may be amended in writing by the Declarant as long as the Declarant continues to own at least one lot in this subdivision. At such time as Declarant no longer owns a lot in this subdivision, or assigns his authority as Declarant to another person or entity, then these Protective Covenants may be amended in writing by that assignee, or by a two-thirds vote of the then owners of the lots in the subdivision (with each owner having one vote per lot owned; recombined lots being considered as a single lot thereafter).

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed and sealed, this
4th day of September, 2025

LD Land Holdings, LLC

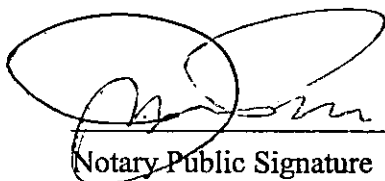
By: _____


Jennifer D. Kelly, Manager

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STATE OF NORTH CAROLINA, COUNTY OF Wake

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document: Jennifer D. Kelly, Manager of LD Land Holdings, LLC.

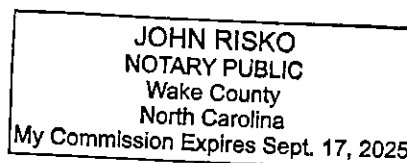


Notary Public Signature

Date of Notarization: 9/4/25

My Commission Expires: 9/17/25

Print Notary Name Here John Risko



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Exhibit A

All those certain lots or parcels of land, consisting of Lots 1 through 18, as the same are shown on that certain map or plat entitled "Major Subdivision Survey for Peachtree Place Subdivision, dated May 12, 2025", by Jim Blanchard Associates P.C., and recorded at Plat Book 46, page 143, Nash County Registry.

26.00
(HB)