

FILED FOR RECORD
VANCE COUNTY, N.C.
CYNTHIA S. ABBOTT
REGISTER OF DEEDS

RECORDED Mar 06, 2008
AT 03:13 pm

INSTRUMENT # 01236

Vance County 03-06-2008
NORTH CAROLINA
Real Estate
Excise Tax \$240.00

PREPARED BY: James E. Cross, Jr. (irw), a licensed North Carolina Attorney, P.O. Drawer 1168, Oxford, NC 27565
RETURN TO: Royster, Cross & Hensley, LLP

Delinquent taxes, if any, to be paid by the closing attorney to the Granville County Tax Collector upon disbursement of closing proceeds.

NORTH CAROLINA

GENERAL WARRANTY DEED

VANCE COUNTY

Index: 2.14 acres PB X, page 616

THIS DEED made this the 6th day of March, 2008 by and between **DAVID J. MITCHELL, II, unmarried**, Grantor, and **AVERETTE FAMILY, LLC**, Grantee (1109 Averette Rd., Wake Forest, NC 27587);

WITNESSETH:

THAT Grantor, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey to Grantee, a certain lot or parcel of land situate in Townsville Township, Vance County, North Carolina, and more particularly described as follows:

A certain lot or parcel of land situate north of Taylor's Pointe Lane and on the west side of an existing 30-foot wide private road in Townsville Township, Vance County, North Carolina, and more particularly described as follows:

BEING all that certain lot or parcel of land containing **2.14 acres** as shown on plat and survey of Ben A. Gentry, Jr., entitled "Survey for: David J. Mitchell" dated January 16, 2008, of record in **Plat Book "X," page 616**, Vance County Registry, to which reference is hereby made for a more particular description.

There is also conveyed herewith a non-exclusive easement for ingress, egress, and regress over and across that certain 30-foot wide private road as shown on Plat Book "U," page 305, and on Plat Book "X," page 616, Vance County Registry.

For further reference, see Book 472, page 616, Vance County Registry. (117123T)

This conveyance is made subject to Restrictive Covenants attached hereto as Schedule "A."

ROYSTER, CROSS & HENSLEY, LLP, Attorneys at Law, P.O. Drawer 1168, Oxford, NC 27565

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

David J. Mitchell II (SEAL)
David J. Mitchell, II

NORTH CAROLINA

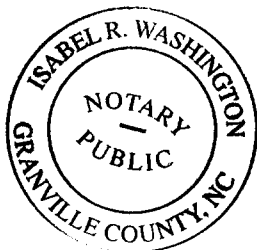
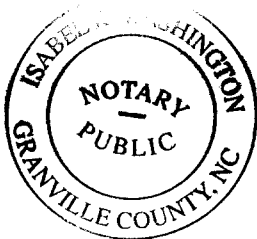
GRANVILLE COUNTY

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that David J. Mitchell, II, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6th day of March, 2008.

Isabel R. Washington
Isabel R. Washington, Notary Public

My commission expires: 11/21/08



Schedule "A"

1. **LAND USE AND BUILDING TYPE.** No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars, however, a garage shall not be required. However, Declarant reserves the right to approve a larger garage, barn or outbuilding if he, in his sole discretion, deems it compatible with the subdivision.
2. **DWELLING SIZE AND DRIVEWAYS.** Except with the prior written approval of the Declarant, no single story residential structure which has a finished heated area of less than twelve hundred (1,200) square feet exclusive of porches, breeze-ways, steps and garages shall be erected or placed or permitted to remain on any tract.
3. **BUILDING LOCATION.** No building shall be located on any tract nearer to the front line than 50 feet. No building shall be located nearer than 20 feet from the interior tract line. For the purpose of this covenant, eaves and steps shall not be considered a part of a building; provided, however, this shall not be construed to permit any portion of a building on a tract to encroach upon another tract. The Declarant may waive any one or more of the restrictions contained herein as the same may relate to the front and/or side setback requirements and dwelling size, provided that said waiver is made in writing and recorded in the office of the Vance County Register of Deeds.
4. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat and over the rear 10 feet of each tract and five feet on each side line unless shown in excess of such distance on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the location and maintenance of utilities and drainage facilities, or which may change the direction or 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 tract and all improvements in it shall be maintained continuously by the owner of the tract, except for the improvements for which a public authority or utility company is responsible.
5. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises, except signs which advertise a tract or house for sale. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever shall be carried on upon any tract.
6. **MOBILE HOMES AND TEMPORARY STRUCTURES.** No trailer, tent, shack, or other outbuilding, except a private garage for not more than two cars unless otherwise approved pursuant to paragraph 1 above, shall be erected or placed on any tract covered by these covenants. Except with the prior consent of the Declarant, no detached garage shall at any time be used for human habitation temporarily or permanently. No mobile homes are permitted in the subdivision. This restriction shall not prohibit the placing of a modular home built to the standards of the North Carolina Building Codes. Permanent steps and stoops of at least 4' x 4' are required at all entrances.
7. **FENCES.** No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon prior approval by the Declarant.
8. **APPEARANCE.** Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance.
9. **ANIMALS.** No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.
10. **CULVERTS.** All driveways installed from abutting roadways must use a N. C. Department of Transportation approved pipe of sufficient size to insure proper drainage, and in any event such pipe shall not be less than 12 inches in diameter.
11. **PARKING.** Adequate off street parking shall be provided by the owner of each tract for the parking of automobiles owned by such owner, and owners of tracts shall not be permitted to park their automobiles on the streets in the development. Owners of tracts shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development.
12. **TREE CUTTING.** Indiscriminate cutting of trees is strictly prohibited except for the purpose of construction of a residence. Prior to any cutting of trees by a contractor or tract owner, the site plan indicating which trees are to be cut must be approved by the Declarant.
13. **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 these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.
14. **ENFORCEMENT.** 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.
15. **SEVERABILITY.** Invalidity of any one of these covenants or any part thereof by judgment or court order shall in no way affect 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.
16. **NO SUBDIVISION.** There shall be no subdivision of the tracts of land, either in whole or in part, without the prior joint approval in writing of both the Declarant and Vance County.