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SARAH L. RALE
REGISTER OF DEEDS

NORTH CAROLINA

**Protective Covenants and Private
Road Maintenance Provisions**

VANCE COUNTY

THIS DECLARATION made this the 7th day of June, 1993, by DAVID J. MITCHELL, II of Granville County, North Carolina, herein called Declarant:

W I T N E S S E T H:

THAT, WHEREAS, the Declarant is the owner of the real property described below, and is desirous of subjecting the real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with the title to said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described below is and shall be held, transferred, sold and conveyed subject to the Protective Covenants and Road Maintenance Provisions set forth below.

Description

The property which is the subject of these Protective Covenants and Private Road Maintenance Provisions is described as all of the lots of Taylor's Pointe Subdivision, plat of which was prepared by Precision Surveys, Inc. on May 24, 1985, and is recorded in Plat Book V, page 152, Vance County, N. C. Registry.

Protective Covenants and Private
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LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot 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.

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 eight hundred square feet, exclusive of porches, breeze-ways, steps and garages, nor any two-story or two and one-half story or split level house with a finished heated area of less than twelve hundred square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot.

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 50 feet. No building shall be located nearer than 10 feet from the interior lot 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 lot to encroach upon another lot. 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.

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 lot 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. Easements are specifically reserved as shown on the plat to permit access to property owned by the Steel Creek Marina, said easements being reflected on the map. 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 lot and all improvements in it shall be maintained continuously by the owner of the lot, except for the improvements for which a public authority or utility company is responsible.

NUISANCES. 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 billboards shall be erected or maintained on the premises, except signs which advertise a lot 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, which shall include, but not be limited to, the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

MOBILE HOMES AND TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than two cars, shall be erected or placed on any lot 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 shall not prohibit the placing of a modular home built to the standards of the North Carolina Building Code, or a doublewide manufactured home, provided the same are set on a permanent foundation and masonry underskirted. No temporary steps are permitted. Permanent steps and stoops of at least 4' x 4' are required at all entrances.

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the Declarant.

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.

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

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.

PARKING. Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development.

TREE CUTTING. Indiscriminate cutting of trees is strictly prohibited except for the purpose of construction of a residence and prior to any cutting of trees by a contractor or lot owner the site plan approval shall contain the Architectural Committee's designation of which trees are to be cut.

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 lots has been recorded, agreeing to change said covenants in whole or in part.

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.

SEVERABILITY. Invalidation 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.

PRIVATE ROAD MAINTENANCE PROVISIONS. The lots in Taylor's Pointe Subdivision are served by private roads as shown on the subdivision plat. Although titles to all lots in the subdivision extend to the centerline of the private roads which they adjoin, the roads themselves have been dedicated for use by all lot owners in the subdivision. There is hereby created a Taylor's Pointe Property Owners' Association for the purpose of establishing rules and regulations governing use of the roads and for the maintenance and upkeep of the same. Each of the owners of the lots in the subdivision shall be deemed a member of the Property Owners' Association, and shall be entitled to one vote per lot owned at the annual meeting of the association. The first annual meeting of the association shall be held on the 1st Saturday in May, 1987. Thereafter, the date and time for annual meetings shall be fixed by the Board of Directors. At each annual meeting there shall be elected a Board of Directors for the association consisting of 5 members, and the 5 members so elected shall be responsible for contracting and providing for road maintenance and regulations. Pending the first annual meeting, a temporary Board of Directors shall be appointed by Declarant to serve until their successors are duly elected. The temporary Board of Directors, in addition to providing for interim road maintenance, shall prepare and present a proposed set of bylaws for the association at the first annual meeting. Declarant shall render technical assistance in preparing the proposed bylaws.

The costs of any repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all lots in the subdivision. Any sums levied by the Association that remain unpaid shall become a lien against the member's lot subordinate only to ad valorem taxes and mortgage liens, and may be collected by the Association through a civil action instituted for such purpose. Pending the first annual meeting of the Association and to provide initial funds for road maintenance, each lot is hereby assessed a monthly maintenance fee of \$5.00 to be paid to the Association beginning on the first day of the 2nd month following lot acquisition from the Declarant. (4221T)

IN TESTIMONY WHEREOF, the Declarant has hereunto set his hand and affixed his 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 4th day of June, 1993.

Bonnie C. Watson
Notary Public

My commission expires: 2-8-97

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Bonnie C. Watson, Notary Public of Granville County, N.C. is certified to be correct. This instrument and certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

SARAH H. HALE, REGISTER OF DEEDS By: Collyer R. R. Deputy

ROYSTER, ROYSTER
CROSS & THORP
ATTORNEYS AT LAW
OXFORD, N. C.