

NORTH CAROLINA
GRANVILLE COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this the 12 day of ~~December~~^{January}, 1998, by Carlene Fletcher, widow; David Wayne Fletcher and wife, Ramona Simpson Fletcher; and, Bradley D^r Lewis and wife, Catherine Cox Lewis, hereinafter called Declarants;

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of certain real property known as Fletcher Estates and more particularly described in plat of record in Map Book 16, page 194, Granville County Registry, to which reference is made for a more particular description thereof, and said Declarants desire to subject said real property to certain Restrictive Covenants as hereinafter set forth.

NOW, THEREFORE, the Declarants hereby declare that the real property described hereinabove is and shall be held, transferred, sold and conveyed subject to these Restrictive Covenants as hereinafter set out.

1. The property is restricted to use for residential purposes and for limited agricultural purposes such as private gardening and the tending of private orchards and vineyards.

2. No part of any lot shall be used for any type of business or commercial purpose.

3. Only one (1) dwelling or residence may be located on each lot.

4. The lots in Fletcher Estates shall not be further

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*See. 2: Kyle Hicks, 2-28-95
for Amended Res. Covenants, see Bk. 679, p. 590.
For Correlative Res. Covenants see Bk. 681, p. 613.
for Amended & Restrictive Covenants see Bk. 700, p. 361.*

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subdivided except two (2) lot owners may subdivide a lot lying between them but only one (1) residence shall be built on the combined original lot and the subdivided portion of any lot. Provided further that adjoining property owners may adjust the common boundary line by the sale or exchange of the property by such owner so long as such sale or exchange conforms in all respects with the zoning ordinances having jurisdiction over all of the provisions of these Restrictive Covenants.

5. No cattle, swine or goat may be kept on any homesite or reserved area, but limited numbers of horses, dogs or cats may be kept on a homesite under reasonable control and sanitation provided they do not become a nuisance to owners in the development and further provided that they are not kept, bred or maintained for any commercial purpose.

6. No single family dwelling shall be built, erected or used on said lots unless the main body of the structure including garages, but exclusive of porches, breezeways, stoops and terraces shall contain at least 2,000 square feet of floor space in the main body of the house, whether the house be one (1) story or two (2), or a combination thereof.

7. No structure of a temporary character, mobile home, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot, at anytime, as a temporary or permanent residence. No singlewide, doublewide or triplwide mobile homes are permitted.

8. All buildings and other structures and improvements shall

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comply with the setback lines as mandated by the Granville County Zoning Ordinance and Subdivision Ordinance.

9. Each lot shall have its own well or other approved water source and septic tank or other approved waste disposal system. All trash and garbage must be disposed of by a method approved by the Granville County Health Department or a duly franchised waste disposal service operating in the County. No dumping shall be permitted on the property.

10. No offensive, noxious or illegal activity shall be carried on on any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

11. No truck or other commercial vehicle having a capacity larger than one (1) ton shall be parked on any premises or streets within the subdivision for other than a visit.

12. The owner of each lot adjoining and bounded by the easements shown on plat of record in Map Book 16, page 194, shall bear an equal share of any and all costs required for maintenance and repairs of said adjoining easement.

A. Repairs on the said driveway shall be required when a majority of the owners of properties bounding thereon reach an agreement that repairs are needed. Pursuant to said agreement such owners shall obtain three bids from reputable licensed contractors and shall accept the lowest of said three bids and shall then initiate the repairs of said driveway with each owner bearing his

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pro-rata share of the costs and expense thereof, regardless of whether such owners shall have concurred in said agreement or not, provided, however, that such costs and expense shall be shared ONLY with and by those owners who use the driveway for both ingress and egress and utilities.

B. Every owner of property bounding on said driveway shall cause or allow, in any manner, said driveway to be used, traversed or altered by vehicular traffic or otherwise thereby causing damage to the surface thereof, shall bear as his responsibility the costs and expense of repairing such damage.

C. If dissenting owner shall not pay his pro-rata share of costs and expense immediately upon receiving his bill for same, the remaining such owner shall be entitled without further notice, to institute legal action for the collection of funds advanced in behalf of such dissenting owner and shall be entitled to recover such action, in addition to the funds advanced, all costs and disbursements of such action, including the sum as and for a reasonable attorney's fee in such amount as the court may fix.

13. These Restrictive Covenants shall run with and be a part of the title to the property and shall remain in full force and effect and be binding upon the property until December 31, 2009, after which said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of three-fourths (3/4th) of then owners of the lots within the Subdivision regulated hereby.

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14. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction either to restrain, violation or to recover damages and failure by any party to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter.

15. Invalidation of any one of these covenants by judgment or court order or by law shall in no way effect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said Carlene Fletcher; David Wayne Fletcher and wife, Ramona Simpson Fletcher; and, Bradley D. Lewis and wife, Catherine Cox Lewis, have caused this instrument to be executed the day and year first above written.

Carlene Fletcher (SEAL)
Carlene Fletcher

David Wayne Fletcher (SEAL)
David Wayne Fletcher

Ramona Simpson Fletcher (SEAL)
Ramona Simpson Fletcher

Bradley Dean Lewis (SEAL)
Bradley Dean Lewis

Catherine Cox Lewis (SEAL)
Catherine Cox Lewis

NORTH CAROLINA
GRANVILLE COUNTY

I, N. Kyle Hicks, a Notary Public of the county and state aforesaid, do hereby certify that on this day personally

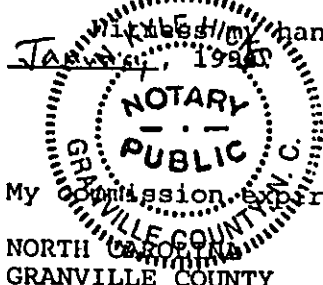
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appeared before me, Carlene Fletcher, widow, signer and sealer of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.

Witness my hand and notarial seal, this the 12 day of January, 1995



N. Kyle Hicks
Notary Public

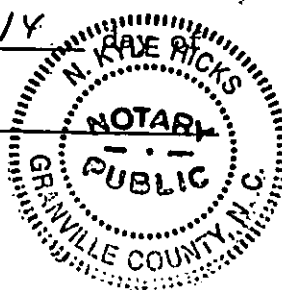
My commission expires: 3-22-97

NORTH CAROLINA
GRANVILLE COUNTY

I, N. Kyle Hicks, a Notary Public of the county and state aforesaid, do hereby certify that on this day personally appeared before me, David Wayne Fletcher and wife, Ramona Simpson Fletcher, signers and sealers of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.

Witness my hand and notarial seal, this the 14 day of January, 1995.

N. Kyle Hicks
Notary Public

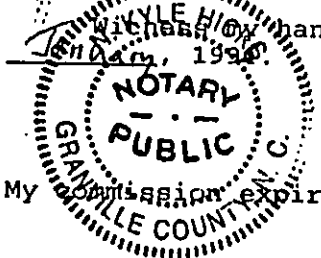


My commission expires: 3-22-97

NORTH CAROLINA
GRANVILLE COUNTY

I, N. Kyle Hicks, a Notary Public of the county and state aforesaid, do hereby certify that on this day personally appeared before me, Bradley D. Lewis and wife, Catherine Cox Lewis, signers and sealers of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.

Witness my hand and notarial seal, this the 12 day of January, 1995



N. Kyle Hicks
Notary Public

My commission expires: 3-22-97

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STATE OF NORTH CAROLINA, GRANVILLE COUNTY
The foregoing certificate of N. Kyle Hicks, a Notary Public of Granville County, NC, is certified to be correct. This instrument was presented for registration and filed in this office in Book 664 Page 755.
This 24th day of February, 1995 at 4:12 o'clock P. M.
Register of Deeds Becky C. Hatch
By Becky C. Hatch Assistant/Deputy

18.09
FINCH, HOPPER & HICKS • 111 GILLIAM ST. • P.O. BOX 247 • OXFORD, NORTH CAROLINA 27565 • 919-693-8181