

Morganton Subd.
Bullock, NcSCHEDULE APROTECTIVE COVENANTS AND RESERVATION OF EASEMENTS

1. **NO JUNK VEHICLES:** No inoperable, unlicensed or junk motor vehicles or equipment of any kind may be located on the property.
2. **RESIDENTIAL USES ONLY:** The property is restricted to use for residential and limited agricultural purposes such as private gardening. Only one dwelling or residence may be located on each lot.
3. **RE-SUBDIVISION:** Lots in the subdivision shall not be re-subdivided, except the DECLARANT reserves the right to adjust the location of the various lot lines as may be necessary to assure the usability of a particular lot or group of lots. Notwithstanding the forgoing, two lot owners may subdivide a lot lying between them, but only one residence shall be located on the combined original lot and the subdivided portion of any lot and adjoining property owners may adjust a common boundary line by the sale or exchange of property by such owners so long as such sale or exchange conforms in all respects with the zoning and subdivision ordinances of Granville County and does not result in the creation of any additional lots.
4. **SETBACKS:** Property owners shall comply with the building setbacks shown on the recorded plat of the subdivision or the setbacks required by Granville County Ordinances, whichever is the more restraining.
5. **RESTRICTIONS ON MANUFACTURED HOUSING:** Manufactured housing shall be allowed on the property, provided such housing is less than 7 years of age at the time it is placed on the property, and is fully underskirted with masonry, vinyl or other underskirting specifically manufactured for such use. Declarant reserves the right to waive the age requirements for manufactured housing in specific instances where it determines that such proposed housing is compatible with other housing in the subdivision. All waivers shall be in writing and signed by the Declarant prior to placement of the home on the property.
6. **LIVESTOCK:** No livestock or animals, except horses may be raised or kept for any purpose, and no hogs shall be permitted on the property. This shall not prevent the keeping of customary household pets.
7. **NO INCOMPLETE OR JUNK STRUCTURES:** No incomplete or junk type structures shall be permitted on the property, and no camper-type trailer, tents or shacks may be used either temporarily or permanently as a dwelling.
8. **UTILITIES:** Each lot shall have its own well or other approved water source and septic tank or other approved waste disposal system. All water sources and waste disposal systems must comply with the standards set forth by the Granville County Health Department. All trash and garbage must be disposed of by a method approved by the Granville County Health Department or through a duly franchised waste disposal service operating in Granville County. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.
9. **WELL AND SEPTIC TANK LOCATIONS:** Location of wells and septic tanks on individual lots shall be approved by the Declarant (in addition to local health authorities) prior to their installation in order to assure that all lots in the subdivision will have an appropriate location for such utilities.
10. **ROAD ACCESS TO ADJOINING PROPERTY PROHIBITED:** No lot in the subdivision may be used as a roadway to gain access to property outside the subdivision without the prior written consent of the Declarant.
11. **MAINTENANCE OF LANDSCAPE:** All yards and surrounding landscape shall be kept free of unsightly debris, neatly mowed and maintained at all times.
12. **EFFECTIVE DATES:** These Protective Covenants shall remain in full force and effect and be binding on property until January 1, 2012, after which time they shall be automatically extended for successive periods of 5 years each, unless by a vote of the majority of lot owners in the subdivision it is agreed to change, modify or abolish the covenants.
13. **PART OF LAND TITLES:** These Protective Covenants shall run with and be a part of the title to the property.
14. **RESERVATION OF SIGN EASEMENT:** Declarant reserves the right to erect and maintain a subdivision sign at the Southwest corner of lot #10 in compliance with County ordinances.
15. **RESERVATION OF ROAD AND UTILITY EASEMENTS:** Declarant reserves the right to grant general utility service easements for electric, telephone and gas service within the subdivision and reserves the right to grant rights of way and easements to the North Carolina Department of Transportation for the construction and maintenance of subdivision roads.
16. **DRIVEWAY CONNECTION:** All driveways installed from abutting roadways must use a pipe of sufficient size to insure proper drainage, and in any event shall be not less than 15 inches in diameter. All pipe shall meet the specifications of the North Carolina Department of Transportation.
- LIMITED WARRANTY - SEPTIC PERMITS:** Seller warrants that as of the this date of this contract and for a period of 30 days thereafter, this property meets the requirements of the Granville County, N.C. Health Department for the issuance of a permit for the installation of a single family, residential septic system of waste disposal.

If the Granville County Health department denies the issuance of a septic permit for this property upon submission by Buyer of a proper application therefor, and within the 30-day limited warranty period stated above, this contract shall be void and Seller shall refund to Buyer all sums paid to it thereunder. All fees charged by Granville County Health Department for septic permits shall be paid by the Buyer.

Seller makes no warranties with respect to the usability of this property for residential purposes, either expressed or implied, other than the limited warranty set out above.

CAUTION: SEPTIC PERMITS MUST BE APPLIED FOR WITHIN 30 DAYS AFTER THE DATE HEREOF TO BE COVERED BY THIS LIMITED WARRANTY. FAILURE TO APPLY WITHIN THE 30 DAY PERIOD WILL BE CONSIDERED A WAIVER OF ALL WARRANTY RIGHTS.