

Type: CONSOLIDATED REAL PROPERTY
Recorded: 12/17/2019 11:20:52 AM
Fee Amt: \$26.00 Page 1 of 9
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1756 PG 78 - 86

**RESTATED RESTRICTIVE COVENANTS
FOR
MITCHELL ACRES SUBDIVISION**

Submitted electronically by Nathan M Garren, Attorney at Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Granville County Register of Deeds.

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

**RESTATED RESTRICTIVE COVENANTS
FOR
MITCHELL ACRES SUBDIVISION**

These Restated Restrictive Covenants for Mitchell Acres Subdivision are made this 10th day of December, 2019, by the Mitchell Acres Homeowners Association, Inc., hereinafter call Declarant, successor in interest to Harold L. Mitchell and wife, Peggy W. Mitchell.

WITNESSETH:

Whereas, Declarant's predecessor subjected the lots in the subdivision known as Mitchell Acres Subdivision to certain restrictive covenants; and

Whereas, Declarant is desirous of amending and restating said restrictive covenants; and

Whereas, the previous restrictive covenants permit the Declarant to amend said protective covenants.

Now, therefore, Declarant does hereby amend and restate the restrictive covenants for Mitchell Acres Subdivision so that said restrictive covenants for the real property described on Exhibit A attached hereto and incorporated herein by reference read as follows:

1. The purpose of these covenants is to provide a uniform plan of governance for the subdivision and to enhance the value of each lot therein. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2032, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of those persons then owning a majority of said lots agree to change said covenants in whole or in part.
2. If the parties hereto, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning any real property situated in said subdivision as shown on said plat to individually or collectively prosecute any proceeding at law or in equity against the person or persons

violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages for such violations.

3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
4. All lots in said subdivision as shown on said plat shall be known, used, and described as residential lots only and no part of said lots shall be used for any type of business or store. No structure shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling, except one storage building which is of the same or similar construction as the residence located on said lot. No trailer, basement, tent, shack, garage, or other outbuildings erected on these residential Lots shall be at any time used as a residence, temporarily or permanently, nor shall any residence be moved onto a building plot in the subdivision.
5. None of the lots as shown on said recorded plat shall be re-subdivided so as to create any additional building lots. Where a residence has been erected on a plot consisting of two or more lots, none of the said lots shall thereafter be sold separately
6. No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. However, a lot owner shall be able to have a small business office within his or her residential dwelling if such office and related business will not create an annoyance or nuisance to the neighborhood.
7. All single story and ranch dwellings shall have a minimum of 1350-square feet of heated area. All one and one-half story dwellings shall have a minimum heated area of 1400 square feet. All two story dwellings shall have a minimum heated area of 1500 square feet. In computing the amount of heated area, porches, breeze-ways, steps, garages, carports, basements, and walk-up attics shall not be included.
8. All homes constructed shall be at least fifty (50) feet from the front property line and shall be located no closer than fifteen (15) feet from the side property line and twenty-five (25) feet from the rear property line. Corner lot requirements shall conform to a fifty (50) foot setback on the front and a thirty (30) foot setback on the side closest to the intersecting street.

9. Declarant shall have the right to waive minor violations of these restrictive covenants.
10. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent.
11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed or stored in an area that cannot be seen from the street. There shall be no burning of trash in the subdivision. Garbage and refuse must be picked up and disposed of at least once a week.
12. Grass and weeds are to be kept down on all lots to prevent an unsightly and unsanitary condition including but not limited to driveway pipes and ditches that have been lined with rip rap. This is an obligation of the owner of the lot or lots and is to be done at the owner's expense. Yard grass not maintained will be cut by an HOA appointed cutter and paid for at owners expense.
13. All homes constructed in this subdivision shall be principally of brick, stone, stucco, wood siding, vinyl or similar high quality material. No cement or cinder blocks shall appear above ground level.
14. The Declarant reserves an easement of ten (10) feet in width along the rear property line, and (5) five feet along the side property line and of each and every lot for present and future utility needs, such as telephone, electricity, water, sewer, gas lines or drainage. Any easements which have heretofore been granted by the Declarant or shown on any recorded plat are also reserved.
15. No building, fence, sidewalk, wall, drive or other structure or improvements (including swimming pools) shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color and finish plot plans (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall be been approved in writing. Refusal and approval of plans, location, specifications and color schemes may be based by the Declarant upon any

ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alterations may be made in such plans after approval except and with the written consent of the Declarant or their agent. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Declarant or their agent. One copy of all plans, specifications and related data shall be furnished to the Declarant for their records.

16. All driveways will be paved with concrete for a minimum distance of twenty (20) feet extending from the paved portion of the existing roadway onto the lot. All walks will be surfaced with either asphalt, concrete, flagstone, brick or similar all weather material. Each drive and walk must be approved pursuant to paragraph 15 above.
17. No automobiles or trucks without valid up-to-date license plates shall be permitted upon said premises unless said automobiles or trucks are garaged or are enclosed in a fenced storage area to the rear of any dwelling; it being the intent of this covenant to prevent unused or abandoned vehicles upon any building lot and to prevent the unsightliness of same. Moreover, the parking of any tractor-trailer rigs and dump trucks on or in front of any lot in the subdivision is prohibited. Absolutely no vehicles, boats or other type of personal property shall be placed in front of the residence with a "For Sale" sign upon it or any other such sign or information which might indicate that the property is for sale.
18. The property owners may erect in their yards lamp posts or poles not to exceed eight (8) feet in height, which lamp posts or poles shall be used exclusively for lighting of the premises, and for no other purpose whatsoever. Nothing in this paragraph, however, shall prohibit the erection of security lights on the premises when installed and maintained by a public utility.
19. During construction of the dwelling or during construction of any other approved structures, any damage, including mud clods and debris, caused by such construction must immediately be cleaned up or repaired by the party causing it. During construction, each lot owner shall have a gravel area of at least 34 feet in length leading from the street, as the entrance to the lot, in order to prevent mud and other debris from being tracked onto the street. The cost of repairs for damages to the street or to other properties of the development caused by the owner or his contractors or suppliers shall be

paid by the owner. The owner shall also be responsible for re-landscaping the front of any lot damaged during construction.

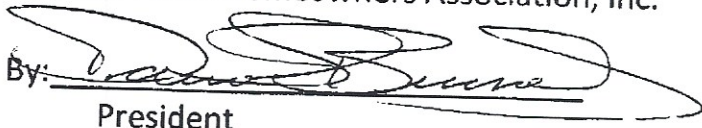
20. No boats, camper units or motor homes whatsoever may be kept in the front yard of a residential dwelling located in the subdivision.
21. No fencing shall be installed except upon the approval of the Declarant. Satellite dishes can only be located behind the residential dwelling and must have a screening wall built on the roadside and behind the dish if such location is visible to the general public. Chain link fencing of any kind shall not be approved. Any fence installed shall not exceed the height of six (6) feet.
22. No animal of any kind may be raised, bred, or kept on any lot for hobby or for commercial purposes. No animal of any kind may be kept, housed, or regularly fed in the subdivision other than dogs, cats, horses, and other household animals, as are normally found in a residential neighborhood. Any pens, housing or other premises used by animals should be cleaned on a regular basis. Approved animals shall be penned or on a leash and shall not be allowed to roam the neighborhood.
23. Any hobbies regularly conducted on the premises shall be done inside. Any outside hobbies, such as car repair, boat building, woodworking, those with electrical tools and similar projects shall not be allowed. A separate building for hobbies, detached from the dwelling, shall be constructed only with approval from the Declarant. If a detached building is mainly for a hobby, the Declarant will consider the type of hobby before approving or disapproving the building request.
24. No unlicensed recreational vehicles shall be operated on any street in the subdivision. Any other type of motor vehicle or machinery that produces excessively loud noise shall likewise not be allowed in the subdivision.
25. Community yard sales shall only be conducted on dates published by the Declarant. Notwithstanding, the Declarant may upon a special request of an owner approve a yard sale for a date other than the published dates.
26. The type, style and site location of each mailbox, post and newspaper tubes shall be first approved in writing by the Declarant. The lot owner shall be responsible for the replacement of broken mailboxes and posts with the

new style posts constructed of plastic. Mailboxes and post shall be white in color.

27. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining property owners in the subdivision.
28. Some of the lots in Mitchell Acres Subdivision will be served by private roads as shown on the subdivision plats. The private roads have been dedicated for use by all lot owners in the subdivision. There is hereby created a Mitchell Acres Homeowners' Association for the purpose of establishing rules and regulations governing use of the roads and for the maintenance and upkeep of the same, to provide lighting of streets and roads, to enforce the Restrictive Covenants for the subdivision, and to make and enforce rules governing the use of any common areas which may be designated on the subdivision maps. Each of the owners of the lots in the subdivision shall be deemed a member of the Homeowners' Association and shall be entitled to one vote for each lot owned at the annual meeting of the association. The first annual meeting of the association shall be held on a date to be fixed by Owner. 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 at least 5 members, and the Board of Directors so elected shall operate the association. Street lighting is a part of road maintenance and shall be provided and paid for by the Homeowners' Association.
29. The costs of any repairs and maintenance contracted by the Board of Directors of the association and the costs of street lighting, if applicable, and the costs of maintaining the common areas 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.
30. All maintenance fees collected by Mitchell Acres Homeowners Association shall be set aside and held in trust for the use and benefit of the Homeowners' Association and shall be paid to it on demand.

IN WITNESS THEREOF, DECLARANT has hereunto set its hand and seal, the day and year first written above.

Mitchell Acres Homeowners Association, Inc.

By: 

President

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, a Notary Public, for the County of Durham State of North Carolina do hereby certify that David Bruno, President of Mitchell Acres Homeowners Association, Inc., personally appeared before me this day and being duly authorized acknowledged that he/she executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal this 10th day of December, 2019.


Notary Public

My Commission Expires: 10/08/2022

NATHAN M. GARREN
Notary Public
North Carolina
Durham County

Exhibit A

Being all of Lots 1 through 88 of the various phases of Mitchell Acres as said lots are shown on those plats recorded in Plat Book 16, Page 102; Plat Book 19, Page 53; Plat Book 21, Page 62; Plat Book 22, Page 188; Plat book 24, Page 80; Plat Book 24, Page 222; Plat Book 24, Page 223; Plat Book 25, Page 289; Plat Book 26, Page 48; Plat Book 26, Page 97; Plat Book 27, Page 145; and Plat Book 28, Page 193, Granville County Registry.