

Prepared By: Hugh M. Currin, Jr., Attorney at Law,
Oxford, NC

Book
0715 Page
0807

NORTH CAROLINA : PROTECTIVE COVENANTS AND
GRANVILLE COUNTY : RESERVATION OF EASEMENTS

THIS DECLARATION OF PROTECTIVE COVENANTS AND
RESERVATION OF EASEMENTS is entered into this the ____ day
of April, 1997, between Mark A. Ellington, hereinafter
called Declarant and all parties hereafter acquiring any of
the described property;

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real
property hereinafter described, situate in Brassfield
Township, Granville County, North Carolina; and

WHEREAS, the said Declarant desires to subject
said real property to certain Protective Covenants as
hereinafter set forth and further desires to reserve certain
easements in connection with the property;

AND WHEREAS, it is in the best interest of the
Declarant and to the benefit, interest and advantage of
every party hereafter acquiring any of the described
property that certain covenants, conditions, easements, and
restrictions governing and regulating the use and occupancy
of the property be established; and

WHEREAS, the Declarant desires to provide for the
preservation of the value and amenities and the desirability
and attractiveness of said property;

AND WHEREAS, the real property which is the
subject of these Protective Covenants and Reservation of
Easements is described as follows:

All of the lots which may be conveyed by the
Declarant in the development of Ellington Estates No.1,
which lots are portions of a tract or parcel of land
containing 39.0668 acres, more or less, situate in
Brassfield, Granville County, North Carolina, and which
tract of land is more particular described and set forth in
Deed Book 705, Page 86, recorded in the Granville County
Registry, North Carolina;

NOW, THEREFORE, in consideration of the premises,
the Declarant agrees with all parties hereafter acquiring
any of the property hereinabove described, that it shall be
and it is hereby subject to the following restrictions,
covenants, conditions and easements relating to the use and
occupancy thereof, which shall be construed as covenants
running with the land which shall be binding on all parties
acquiring all right, title, or interest in any of the
properties and which shall enure to the benefit of each
owner thereof,

The protective covenants and reservation of
easements are as follows:

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 single family
residential purposes and limited agricultural purposes such
as private gardening only. Only one dwelling or residence
may be located on each lot.

Del to Hugh M. Currin, Jr. Atty 5/5/97 For Amst Deed su. Book 734 Page 964

Book Page
0715 0808

3. Quiet Enjoyment:

No obnoxious or offensive activity shall be carried on upon the properties, nor shall anything be done which may be or become a nuisance or annoyance to the neighborhood.

4. 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 useability of a particular lot or group of lots. Notwithstanding the foregoing, 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 for Granville County and does not result in the creation of any additional lots.

5. Setbacks:

Property owners shall comply with the building setbacks shown on the recorded plat of the subdivision, if any, or the setbacks required by Granville County Ordinances, whichever is more stringent. All dwellings must face the road. Declarant may waive this provision in the case where, in his opinion, such setback renders the lot unusable or works a hardship on the owner, if allowed to do so by said Granville County Ordinance.

6. Restrictions on Manufactured Housing:

Manufactured housing shall be allowed on the property, provided such housing is less than 3 years of age at the time it is placed on the property, is double wide in width, and is fully underskirted with brick within 90 days. Declarant reserves the right to waive the age requirements for manufactured housing in specific instances where he 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.

7. Livestock:

No livestock or animals may be raised or kept for any purpose, and no hogs, or pet pigs, shall be permitted on the property. This shall not prevent the keeping of customary, non exotic, household pets for non-commercial purposes provided they do not become a nuisance or annoyance to the other lot owners; in any event, all dogs must be penned or fenced at all times in the rear of the lot and no dogs shall be allowed to roam at will.

8. Restrictions on Certain Structures:

No incomplete or junk type structures shall be permitted on the property, and no camper-type trailer, motor home, tents, garage, or shack may be used either temporarily or permanently as a dwelling.

No structure of a temporary character, including tents, trailers or mobile homes (single-wide) and as set forth hereinafter shall be used on any lot at any time as a residence, either temporarily or permanently.

No buildings shall be constructed which use cinder or concrete blocks, asphalt shingles, tar paper, metal siding (exclusive of lap-side metal) or masonite siding (without the prior written approval of the declarant or his successors, or assigns) as a major exterior building material (these materials may be used as roofing materials, however).

9. 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. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.

10. Well and Septic Tank Locations:

Locations 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.

11. 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 and except by the Declarant.

12. Parking Restrictions:

No lot owner, excepting declarant, shall drive or park or permit any other person to drive or park any heavy equipment (including but not limited to, tractor trailers, earth moving equipment, and trucks in excess of one ton), three wheelers, four wheelers or dirt bikes on any road in the subdivision, except moving vans and/or construction vehicles which may be driven or parked for the temporary purpose of moving a lot owner in or out of a dwelling constructed on a lot, and/or for the construction of improvements on said lot.

At no time shall a lot owner use the roads of the subdivision for parking personal automobiles except on a temporary basis.

13. Maintenance of Landscape:

All yards and surrounding landscape shall be kept free of unsightly debris, neatly mowed, and maintained at all times.

No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall at all times be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept at all times in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all lots shall be kept in an orderly and sanitary condition at all times.

Book Page
0715 0810

No grass or weeds shall be allowed to grow taller than six inches, and all residences shall be landscaped within ninety (90) days of occupancy with the following list of required features:

- (a) all driveways shall have a minimum of three inches of stone; and
- (b) all residences shall maintain a minimum of eight shrubs in front of the building; and
- (c) all stumps and vegetation shall be removed; and
- (d) all satellite systems shall have low growing shrubs or flower beds placed around the base.

14. Effective Dates:

These Protective Covenants shall remain in full force and effect and be binding on the property until January 1, 2017, after which time they shall be automatically extended for successive periods of 5 years each, unless by a vote of the majority of the lot owners in the subdivision it is agreed to change, modify or abolish the covenants.

15. Part of Land Titles:

These Protective Covenants shall run with and be a part of the title to the property.

16. Reservation of Sign Easement:

Declarant reserves the right to erect and maintain subdivision signs at locations of his choosing.

No billboards or signs, except those suitable for the sale of a lot, shall be permitted or maintained on any lot.

17. Reservation of Road and Utility Easements:

Declarant reserves the right to grant general utility 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.

18. Driveway Connections:

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 N. C. Department of Transportation.

19. Enforcement:

Enforcement shall be by a proceeding at law or in equity, either to restrain violation of or to recover damages against any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time in no event shall be deemed a waiver or estoppel of the right to enforce the same.

20. Severability:

Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

IN WITNESS WHEREOF, this instrument has been duly executed by Declarant, this the day and year first above written.

Mark A. Ellington
Mark A. Ellington
Declarant

NORTH CAROLINA :
COUNTY OF Granville :

I, a Notary Public of the County and State aforesaid, certify that Mark A. Ellington, Declarant, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 21st day of April, 1997.



Emma C. Wilson
Notary Public

commission expires: 9-29-2001

c:\wpdocs\currin\property\ellington.cov

CURRIN & CURRIN
ATTORNEYS AT LAW
P. O. BOX 147
OXFORD, N.C. 27565

STATE OF NORTH CAROLINA, GRANVILLE COUNTY
The foregoing certificate of Emma C. Wilson, a Notary Public
of Granville County, N.C.
is certified to be correct. This instrument was presented for
registration and filed in this office in Book 715 Page 807
This 1st day of May, 1997 at 4:54 o'clock P.M.
Register of Deeds Robert C. Roach
By Robert C. Roach Assistant Deputy