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Granville County, NC
Kathy M. Taylor Reg of Deeds
BK 1858 PG 472-477

Prepared by and return to: N. Kyle Hicks, P. O. Box 247, Oxford, NC 27565

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SUBDIVISION OF LOTS
FOR SONYA GARNER LEHTO SUBDIVISION**

THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, made this the 19 day of AUGUST, 2021, by SONYA GARNER LEHTO, herein called Declarant;

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of certain real property herein described and desires to subject said real property to certain restrictive covenants hereinafter set forth, and does hereby declare that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the Covenants and Conditions hereinafter set out.

**ARTICLE I
DEFINITIONS**

Section 1. "Declarant" shall mean and refer to Sonya Garner Lehto, her successors and/or assigns.

Section 2. "Home" shall mean and refer to a dwelling or place of residence constructed upon a lot within the property.

Section 3. "Lot" shall mean and refer to Lots A through H as shown on the recorded subdivision map entitled "Subdivision for Sonya Garner Lehto" as recorded in Plat Book 50, Page 122, Granville County Registry.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers,

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but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.

Section 6. "Property" or "Properties" shall mean and refer to that certain real property on plat and survey of Lots A through H, Subdivision of Lots for Sonya Garner Lehto, as it is developed by Declarant and surveyed, platted and described in Plat Book 50, Page 122, Granville County Registry.

ARTICLE II
BUILDING AND USE RESTRICTIONS

Section 1. All lots shall be used for single family residential purposes only.

Section 2. No home (or other structure permitted by these restrictions) shall be erected, altered, or placed on any lot herein conveyed until the plans and specifications for such have been submitted to and approved in writing by Declarant, or its duly authorized agents or assignees (which shall include, but not be limited to, Janice Coleman). Such approval shall not be unreasonably withheld and is for the purpose of maintaining architectural continuity in the interest of the orderly development of the subdivision. Failure of the said Declarant or Agent or Assignee to accept the submitted plans within thirty (30) days after submission in writing shall constitute a rejection of said plans.

Section 3. No home may be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling and garage (excluding porches, basement, garages, carports, eaves, steps and other auxiliary structures that shall be erected on said tract) containing not less than 2,000 square feet of living area if a ranch style; 2,300 square feet for 1 1/2 story; and 2,500 square feet if two story. Any variance in square footage must be approved by Declarant, or her agent or assigns.

Outbuildings shall be confined to the rear of the lot shall not be of metal construction, and shall be harmonious with the home as to the exterior siding color and roof color. If water wells are located on the front of the lot, well houses of suitable approved materials shall be constructed with an exterior in conformity to the home on the lot. All driveways shall be constructed to the North Carolina Department of Transportation specifications. In addition, there is required a 30-foot concrete driveway approach on each lot extending from the edge of the state maintained road and which shall be completed by the completion of construction of the dwelling on said lot.

Section 4. All homes must be stick built. No single, double or

triple wide mobile homes or modular homes of any kind shall be parked or placed on any lot. A recreational type trailer or camper may be stored on the rear of the property if it is screened from public view, but cannot be used as a residence.

Section 5. No animals of a known aggressive species shall be allowed on any lot. No more than two (2) animals of a large species shall be allowed on any lot. No more than 4 chickens or other fowl shall be allowed on any lot. No animal or fowl shall be allowed to roam and all animals and fowl shall at all times be appropriately penned. Dogs, cats, or other household pets may be kept on any lot so long as sanitary conditions are maintained and they are not kept, bred or maintained for any commercial purpose. All pets shall be kept in compliance with the Granville County animal control laws. Pets shall be kept so that they shall not be a nuisance or annoyance to other lot owners.

Section 6. Each owner shall maintain all buildings and improvements in a neat and pleasing manner and shall keep the lot free and clear of all tall grass and unsightly undergrowth, dead trees, bushes, trash and rubbish. All garbage shall be stored in receptacles that are picked up and disposed of weekly. Receptacles shall be out of site from the Bruce Garner Road, and screened. All propane, oil and other storage tanks shall be located underground.

Section 7. No part of the lots herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except 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.

Section 8. No water supply system for human consumption or sewage disposal system shall be permitted on any lot herein conveyed unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Granville County Health Department and North Carolina State Board of Health.

Section 9. No trade, business or commercial activity of any kind, and no noxious or offensive activities 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. Notwithstanding the foregoing, work at home involving clerical, telecommunication, computer based, or remote work as part of a business located elsewhere shall not be a violation. It must not create additional traffic, noise or people in the subdivision.

Section 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 lot for sale or rent, or signs used by the builder to advertise the lot during the construction and sales period.

Section 11. All homes and yards shall be kept in good order and

maintained in a clean and attractive manner. Grass and weeds are to be kept down on all lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner of the lot or lots and is to be done at his or her expense.

Section 12. No loud, prolonged, repetitive or obnoxious or offensive noises or activities shall be allowed on any lots. Further, no discharging of firearms shall be allowed within the subdivision at any time.

Section 13. No further subdivision of the lots as depicted on the subdivision plats referenced herein shall be allowed unless approved by the Declarant. Only one home per lot shall be allowed. Further, nothing shall be done on any lot which shall become an annoyance or nuisance to adjoining property owners in the subdivision.

Section 14. There shall not be granted across any lot any easements or right-of-ways for ingress, egress or regress to any other adjacent tract or parcel of land.

Section 15. No 18-wheel tractor and trailers shall be allowed on any lot at any time, nor shall the same be parked in front of any lot on the road right of ways. All vehicles located on each lot must be operable and insured, with license tags being current. No junk vehicles are allowed on any lot.

Section 17. No more than twenty-five (25%) percent of the mature trees on each lot shall be removed.

Section 18. All utility lines extending from the public road to the dwelling site shall be underground utilities.

**ARTICLE III
EASEMENTS**

The following portions of the subject lots shall be subject to the following easements or rights of way:

Section 1. A strip or parcel of land five (5) feet in width, beginning at the center edge of the road right of way, extending into the lot along the entire road frontage of each lot, and along each side line, and ten (10) feet along the rear line of each lot shall be reserved by the Declarant for the purpose of installing and maintaining utilities and the granting of utility easements related thereto.

Section 2. The Declarant reserves the right to subject the real property in this subdivision to contract with Wake Electric Membership Cooperation or other appropriate electric service provider for the installation of underground electric cables, or the installation of street lighting, either or both which may require an initial payment

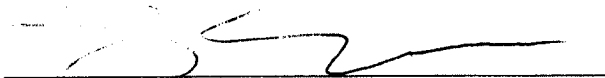
and/or continuing monthly payment to the said power company or Homeowners Association by the individual lot owner.

ARTICLE IV
GENERAL PROVISIONS

Section 1. These restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument and cannot be altered or changed prior to that date without the written consent of the Declarant, or 80% of the lot owners once the Declarant no longer owns lots in the subdivision. Any amendments must be recorded.

Section 2. Enforcement. The Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these provisions shall not affect any other provisions herein which shall remain in full force and effect.

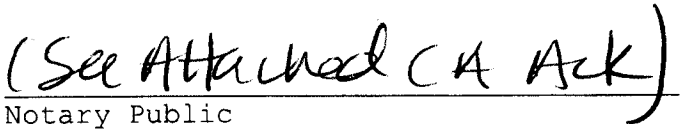
 (SEAL)
Sonya Garner Lehto

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Sonya Garner Lehto personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes set out therein.

Witness my hand and notarial seal, this the ____ day of August, 2021.

(SEAL)


Notary Public

Print name of Notary

My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

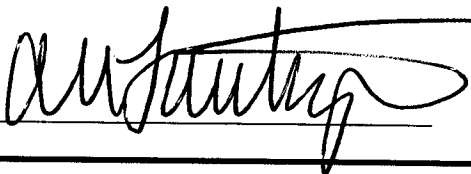
State of California
County of Ventura

On Aug. 19, 2021 before me, Anne M. Lauritzen, a Notary Public,
(insert name and title of the officer)

personally appeared Sonya Garner Lento
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

