

mailed 6-23-88

Mail To J.D. Goldston, JR.
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Hoke Forest, N.C. 27587

557 683

NORTH CAROLINA
GRANVILLE COUNTY

RESTRICTIVE COVENANTS AND ROAD MAINTENANCE AGREEMENT FOR
PEBBLE CREEK SUBDIVISION

NOW COMES, J. D. GOLDSTON, JR. and wife, LOUISE F. GOLDSTON, owners of that certain parcel of land as shown on the map recorded in Plat Book 11, Page 98, Granville County Registry, and hereby dedicates and subjects said parcel of land to the following covenants and obligations:

1. This property shall be used exclusively for residential purposes, and no automobile maintenance, motor vehicle repair, or similar businesses shall be permitted on the property.
2. The residence built on this property can be no less than 1000 square feet of heated floor space, not including a carport or garage.
3. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on the property.
4. No structure of temporary character, camper, garage, barn or other out-buildings shall be used on the property, at any time, as a residence, either temporarily or permanently. No mobile home or trailer home shall be allowed on the property for more than a total of 36 months, irrespective of the particular mobile home or the owner or change in ownership of a particular lot or parcel

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of land. Upon the expiration of a total of 36 months, the mobile home must be removed. It is anticipated that owners may desire to live in a mobile home during the construction of a house, but not as a permanent living environment.

5. There shall be no commercial raising of animals.

6. No property owner shall allow or permit the leaving of any vehicle or trailer of any type, whether standing or parked, within the right of way of the roads as shown on the map heretofore set forth overnight. In the event any motor vehicle or trailer of any type is left standing or parked in the right of way overnight, any other property owner within the subdivision shall have the right to have said vehicle or trailer towed from the right of way and the costs of said towing shall be an expense of the owner of said vehicle or trailer.

In addition to the above-described restrictive covenants, the parcel of land heretofore described and recorded shall be subject to the following obligations of the property owners for the common maintenance of the road as shown on said plat:

1. The developer, J. D. Goldston, Jr. and wife, Louise F. Goldston, represent all of the current property owners of the subdivision heretofore described.

2. The developer has constructed a private road in accordance with the standards of Granville County and the North Carolina Department of Transportation, including the installation of appropriate ditches and stone.

3. The owners of each and every tract or parcel of land as shown on said map shall jointly cooperate in the maintaining of the road. Said maintenance shall include providing for the upkeep and maintenance of the private road within the subdivision, including mowing and cleaning of the right-of-ways and cleaning of ditches, in accordance with the standards of Granville County and the North Carolina Department of Transportation. In addition to maintaining the roads and right-of-ways, the owners of each and every parcel of land shall jointly cooperate to maintain all signs located along said roads and including, but not limited to, the subdivision identification sign at the entrance of the subdivision. Any costs incurred for annual maintenance of the road, ditches, mowing, and maintenance of signs shall be divided among all the owners of the land in a ratio of acreage of each particular tract to a total combined acreage of all parcels as shown on said map.

4. In the event any property owner fails to pay his share of the expense of maintaining the road, it is heretofore established, any other property owner shall have the right to advance the cost attributed to said uncooperating property owner, and shall be entitled to a lien against said parcel and to sue the owner of said parcel for reimbursement of that owner's share of the road maintenance, together with all costs, including reasonable attorney fees incurred in collecting said share.

5. The use of the roads as set forth on the map shall be dedicated for the private use of the property owners and their invitees. Said road shall not be considered public roads.

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These covenants shall run with the land and may be amended only by the unanimous consent of the owners of all parcels of land affected by this covenants and declarations together with the consent of any party holding a deed of trust on any parcel of land included within the area of land covered by these covenants. Said amendments must also be recorded in the office of the Register of Deeds of Granville County.

J. D. Goldston Jr. (SEAL)
J. D. GOLDSTON, JR.

Louise F. Goldston (SEAL)
LOUISE F. GOLDSTON

NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public of the state and county aforesaid, do hereby certify that on this day personally appeared J. D. GOLDSTON, JR. and LOUISE F. GOLDSTON, the signers and sealers of the foregoing document, and acknowledged the due execution of the same by them for the purposes therein set forth.

Witness my hand and seal, this the 13th day of June, 1988.

Richard E. Daniel, Jr.
Notary Public

My Commission Expires:

Aug 6, 1990

PREPARED BY:
THOMAS J. DIMMOCK
ATTORNEY AT LAW
P. O. BOX 17665
RALEIGH, N. C. 27619



STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Richard E. Daniel, Jr.
Notary Public of Wake County
is (are) certified to be correct.
This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Granville County, N. C., in Book 557, Page 686.
This 13th day of June, A. D., 1988 at 4:25 o'clock PM.
Recorded and verified: By Harold O. Mann
Asst. Register of Deeds
Register of Deeds
\$ 12.00 Rec. Fees \$ _____ Stamps