

NORTH CAROLINA
GRANVILLE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Robert J. Whitfield, Nancy W. Darden, and W. Douglas Whitfield, trading and doing business as W.D.W. Enterprises, a partnership, owner of the hereinafter described lands, does hereby covenant and agree to and with all persons, firms, and corporations which may hereafter purchase, acquire, or lease any lot or parcel of land included in the property hereinafter described; that the following restrictive covenants shall be applicable to said property during the term hereinafter set forth:

The property which is the subject of these restrictive covenants consist of 28 lots or parcels of land situate in Dutchville Township, Granville County, North Carolina, in or near the City of Creedmoor and being all those lots or parcels of land shown on map of Pine Valley Subdivision, Section 1, prepared September 6, 1975, by Norman A. Beaver, R.L.S., which map is recorded in Plat Book 5, at page 131, Granville County, N. C. Registry, to which map reference is hereby made for a more particular description of said lots.

1. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2006, 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 it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, owning any real property situated in said subdivision as shown on said plat to 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 or other dues for such violations.

Delivered: Beverly Royster for Royster & Royster, atty-in-fact 1-30-26

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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 business or store. No structure shall be erected, altered, placed or permitted to remain on any lot other than on detached single-family dwelling, except storage buildings which are of the same construction as the residence located on said lot.

5. None of the said numbered 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 if such sales would result in a violation of paragraph 9 below.

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. No live stock or poultry may be kept on this property.

7. No trailer, basement, tent, shack, garage, or other out buildings 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.

8. No single-family residence having less than 1,600 square feet of heated floor space, when measured from the outside walls, exclusive of garage, carport, basement, or other auxiliary structure shall be erected on the lot. Any residence having living quarters of more than one floor must contain a total of not less than 2,000 square feet of heated floor space, when measured from the outside walls, exclusive of garage, carport, basement, or other auxiliary structure.

9. All homes constructed shall be at least fifty (50) feet from the front property line, and shall be located no closer than ten (10) feet from any other property line. Corner lot requirements shall conform to fifty (50) feet set back on front and thirty five (35) feet setback on the side closest to the intersecting street.
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, or signs used by the builder to advertise the property during the construction and sales period.
11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste 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 and shall be placed or stored in an area that cannot be seen from the street.
12. Grass and weeds are to be kept down on all vacant lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be done at his expense.
13. All homes constructed in this subdivision shall be principally of brick, stone, stucco, or wood siding of six (6) inches or larger. No cement or cinder blocks shall appear above ground level.
14. The Grantors reserve an easement of 10 feet in width along the rear property line, and 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 Grantors are also reserved. The easement area of each road and all improvements on it shall be maintained, continuously by the owner of the road, except for which a public authority or utility company is responsible.
15. No building, fence, sidewalk, wall, drive or other structure

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shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish plot plans (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Grantors, their successors and assigns. Refusal and approval of plans, location or specifications may be based by the Grantors upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Grantors shall seem sufficient. No alterations may be made in such plans after approval except and with the written consent of the Grantors. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Grantors. One copy of all plans, specifications and related data shall be furnished the Grantors for their records.

16. All drives and walks will be surfaced with either asphalt, concrete, flagstone, brick or similar all weather material.

17. No automobiles or trucks, without valid up-to-date license plates, shall be permitted upon said premises unless said automobiles or trucks are kept in an enclosed 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.

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.

IN TESTIMONY WHEREOF, Robert J. Whitfield, Nancy W. Darden, and W. Douglas Whitfield, partners trading and doing business as W.D.W. Enterprises, a partnership, have executed these restrictive

covenants in the name of the partnership this 26th day of May, 1976.

W.D.W. Enterprises, a partnership

By: Robert J. Whitfield (SEAL)
Partner

By: W. Douglas Whitfield (SEAL)
Partner

By: Nancy W. Darden (SEAL)
Partner

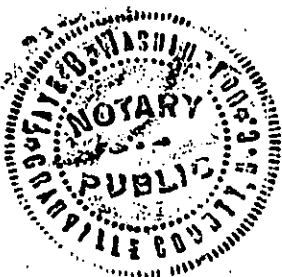
NORTH CAROLINA
GRANVILLE COUNTY

I, Jay B. Washington, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert J. Whitfield, Nancy W. Darden, and W. Douglas Whitfield, partners, trading and doing business as W.D.W. Enterprises, personally appeared before me this day and acknowledged the due execution by them of the foregoing Restrictive Covenants.

Witness my hand and notarial seal, this 26th day of May, 1976.

Jay B. Washington
Notary Public

My commission expires: 8-2-76



STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Jay B. Washington, a Notary Public of Granville County, N.C. 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 211 Page 687.

This 27th day of July, A. D., 1976 at 10:20 o'clock AM John S. Mann

ROYSTER & ROYSTER
ATTORNEYS AT LAW
OXFORD, N. C.

Recorded and verified: By John S. Mann Register of Deeds

Asst. Register of Deeds