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Granville County, NC
Kathy M. Taylor Reg of Deeds
BK **1748** PG **759-763**

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 WILLIAM MUNN JR and DOROTHY M. MUNN**

THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, made this the 24th day of October, 2019, by WILLIAM D. MUNN, JR. and Wife, DOROTHY M. MUNN, hereinafter collectively 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 William D. Munn, Jr. and wife, Dorothy M. Munn, their 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 1 through 7 as shown on the recorded subdivision map entitled "William Munn Jr and Dorothy M. Munn", as recorded in Plat Book 48, Page 127, 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, 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 1 through 5, William Munn III, as it is developed by Declarant and surveyed, platted and described in Plat Book 29, Page 165, 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 their duly authorized agents or assignees. 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 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 1,500 square feet of living area if a ranch style; 1,700 square feet for 1 1/2 story; and 1800 square feet if two story.

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. All driveways shall be constructed to the North Carolina Department of Transportation specifications.

Section 4. All homes must be stick built on the lot or modular homes. No manufactured homes or mobile 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, livestock or poultry of any kind shall be

raised or bred on the herein conveyed lots 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 Philo White Road, and Overton Road and screened.

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.

Section 10. 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 11. No further subdivision of the lots as depicted on the subdivision plat 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 12. 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 13. 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.

Section 14. All utility lines extending from the public road to the dwelling site shall be underground utilities.

Section 15. Satellite disks, dishes or antennas shall not exceed

36 inches in diameter.

Section 16. No junk or inoperable vehicles may be kept or stored on any lot. All vehicles must be have a valid license plate, be insured and in operable condition.

**ARTICLE III
EASEMENTS**

A strip or parcel of land twenty-five (25) feet in width, beginning at the edge of the road right of way, extending into the lot along the entire road frontage of each lot, and shall be reserved by the Declarant for the purpose of installing and maintaining utilities and the granting of utility easements related thereto.

**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.

After the initial 30 years, said covenants shall be automatically extended for successive periods of 10 years, unless an instrument in writing signed by 80% of the owners of said lots had been recorded changing said covenants in whole or in part.

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.

This the 24th day of October, 2019.

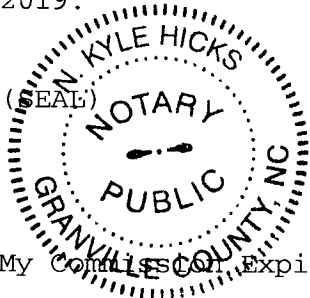
William D. Munn, Jr. (SEAL)
William D. Munn, Jr.

Dorothy M. Munn (SEAL)
Dorothy M. Munn

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, N. Kyle Hicks, a Notary Public of the county and state aforesaid, do hereby certify that on this day personally appeared before me, William D. Munn, Jr. and wife, Dorothy M. Munn, signers and sealers of the foregoing and hereto annexed Deed and acknowledged the due execution of the same for the purposes therein set forth.

Witness my hand and notarial seal, this the 24th day of October, 2019.



[Signature]
Notary Public

My Commission Expires: 3-22-22