

Prepared by & delivered to Laurie R. Priddy, atty

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BOWLING MOUNTAIN SUBDIVISION, PHASE II and PHASE III

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the County of Granville, State of North Carolina, and is more particularly described as follows: phase II and III as recorded in Granville County Register of Deeds, excluding lot 9.

The real property described above hereof is subjected to the Protective Covenants and Restrictions hereby declared to inure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement on lots; to secure and maintain proper setback from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

Article 1

No mobile homes, neither singlewide nor doublewide, shall be allowed temporarily or permanently on any lot.

Article 2

One single family detached dwelling shall be permitted per lot.

Article 3

No single lot may be subdivided by purchaser so as to create two or more building lots from the original lot.

Article 4

The main residential structure shall be not less than 2000

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square feet of heated area. There can be up to 20 % variation if approved by architectural committee.

Article 5

All homes constructed in this subdivision shall be principally of brick, stone, stucco, wood, or vinyl.

Article 6

The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship on the owner or builder due to strikes, fires, national emergency, or natural calamities.

Article 7

All lots with the exception of lot 8 shall face Bowling Mountain Drive. All lots with the exception of lot 8 shall have a minimum set back of 100' off center line of Bowling Mountain Drive.

Lots 6 and 7 and 8 shall have a minimum building set back of 100' off Range Road.

Lot 8 shall have a side line set back of 40' with a 100' set back on the back of property.

Lots 6 and 7 shall have a 40' side set back on the West side.

Lot 7 shall have a 40' set back on its south side.

Lots 10, 11, 12, 13, 14, 15, and 16 shall have a 20' set back on all side lot lines and a 50' minimum set back at the rear lot line.

For purposes of privacy and aesthetics, the north lot lines of lots 6, 13, 14, 15 and 16 shall have a 50' natural or

landscaped buffer in which no driveway, fence or any other structure shall be erected, Nor shall the buffer be used for storage of any kind or any use other than a natural or landscaped area. All lots shall have a 20' buffer on other sides for the same purposes as this Article with the exception of lots 10, and 16. They may have the first 50' of their driveway in this 20' buffer.

Article 8

No building structure or fencing shall be erected, placed or altered on any lot in said subdivision until the building plans, specifications and plot showing setback dimension are approved by architectural committee which is composed of three persons designated and appointed by declarant or its assigns. Declarant may appoint himself as one member. There shall be no satellite dishes placed within 100 feet of Range Road or Bowling Mountain Drive.

Article 9

No structure of a temporary character, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Article 10

Each lot owner shall provide receptacles for garbage in an area not generally visible from public view, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards. Under no circumstances shall household garbage be incinerated on property or other material illegally burned.

Article 11

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Non - operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, and so forth. Each purchaser of a respective lot shall cause the maintenance and protection of

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landscaping insuring proper drainage of the lot so as to prevent soil erosion, and cause the maintenance of the home and any other structure and improvements located on his lot ensuring its good condition and appearance.

Article 12

No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. This shall include the responsible and respectful use of any motorized or other machinery. No four-wheelers, trail bikes, or other non-licensed motorized Vehicles shall be allowed to operate within subdivision. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Article 13

No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot except that dogs, cats, or other pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Article 14

All driveways shall have a minimum of 20' of 12' reinforced concrete driveway pipes installed to State Department of Transportation specifications. Lot 8 must have a minimum of 20' of 15' reinforced concrete pipe installed to State Department of Transportation specifications.

Article 15

To maintain the natural beauty of the land, the timber on any lot shall not be clear cut.

Article 16

Minor violations of set back lines and square footage less

than five percent (5%) shall not be cause for corrective action by other record owners.

Article 17

The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by all parties to this declaration, their respective legal representatives, heirs, successors, and assigns, and all future lot owners, for a term of thirty (30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years except that they may be altered, amended or revoked in whole or in part by written agreement of record owners of 2/3 of platted lots, with one vote per lot.

Article 18

Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as owner. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners.

Article 19

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation and to recover damages; and failure by any party hereto to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter.

Article 20

Should any covenant or restriction herein contained, or any sentence, clause, phrase, or term of this declaration be declared to be void, invalid, illegal or unenforceable for any reason, by the adjudication of any Court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, law or regulations of a Federal, State or local agency, the latter shall prevail.

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21.

There shall be a monthly fee paid by each lot owner which shall be added to Carolina Power and Light Company's monthly bill. This fee is for the three light poles on Bowling Mountain Drive at present the fee is five dollars and nine cents (\$5.09) a month. Lot 8 is exempt from this fee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

----- (corporate name) ----- (SEAL)
 BY:----- Vikki B. Tunstall ----- (SEAL)
 -----PRESIDENT
 ATTEST:----- (SEAL)
 -----Secretary ----- (SEAL)

North Carolina Granville County

I, a Notary Public of the County and State aforesaid, certify that Perry S. Tunstall + Vikki B. Tunstall personally came before me this 10th day of March, 1995, and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp, or seal, this 10th day of March, 1995.

My Commission expires: April 11, 1998

 ----- Notary Public

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Donald A. McNichols, a Notary Public
of Granville County, NC.

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 665, Page 543.

This 10th day of March, A.D., 1995 at 11:48 o'clock P.M.
 Recorded and verified: Donald A. McNichols By Perry S. Tunstall
 Register of Deeds Ass./Imp. Register of Deeds
 \$ 18.00 Rec. Fees \$ _____ Stamps _____