

FILED
GRANVILLE COUNTY
03/17/2004 10:02 AM
KATHRYN CREWS AVERETT
Register Of Deeds

**DECLARATION OF PROTECTIVE COVENANTS
HIDEAWAY HILLS SUBDIVISION
(Lots 1 through 6)**

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

**ARTICLE I
DEFINITIONS**

Section 1. "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 purchasers by contract (Land Sales Contracts), but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" or "Properties" shall mean and refer to that certain real property known and described as Lots 1 through 6 of Hideaway Hills Subdivision, recorded in **Plat Book 29, Page 167** of the Granville County Register of Deeds, North Carolina.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Hideaway Hills Subdivision, or as described above.

Section 4. "Declarant" shall mean and refer to New Branch Home & Land, LLC, its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 5. "Person" shall mean and refer to any individual, corporation, partnership, association, trustee or other legal entity.

Section 6. "Home" shall mean and refer to a dwelling or place of residence constructed or placed upon a lot within the property.

**ARTICLE II
BUILDING AND USE RESTRICTIONS**

Section 1. All lots shall be used for residential and agricultural purposes only (farming and animals), with only one (1) home being allowed per lot. All homes shall be not more than seven (7) years old upon placement on the land. This standard may be waived in writing by the developer or his assigns. All homes shall be underpinned/skirted with brick or vinyl or some other industry accepted standard, and said skirting shall take place within sixty (60) days of the home's installation upon the lot. No singlewide homes shall be allowed on the land unless authorized in writing in advance by the Declarant (developer), and these shall be allowed on a temporary basis only not to exceed two (2) years. No temporary structures such as tents, campers and the like shall be placed upon

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the land for extended habitation or storage whatsoever. All such structures and sheds shall be composed of standard, attractive building materials and shall be placed to the side or rear of the home unless otherwise authorized by the County. All shall comply with County standards.

Section 2. No pigs shall be raised or bred on any lot. Other animals shall be allowed provided they do not become a nuisance or annoyance to the other lot owners, and that they comply with all governmental health standards.

Section 3. There is no time limit for placement nor square footage limit for construction on homes; however, all homes and yards shall be kept and maintained in a clean and attractive manner. No junk or scrap materials and the like shall be allowed. Any materials intended for future construction shall be stored in a shed or garage as allowed herein. In addition, no unlicensed vehicles shall be allowed to remain on said land for more than fifteen (15) days unless housed in an appropriate shed as herein allowed. All trash and household waste shall be temporarily stored in industry standard containers, and the trash shall be timely disposed of in a manner as authorized by the county only. No burning or burying of trash shall be allowed.

Section 4. No further subdivision of these tracts shall be allowed, except that lots may be recombined as allowed by county regulations, provided no more than one home per lot is the result thereof.

Section 5. Driveway pipes shall consist of materials only as accepted by the N.C. Department of Transportation. Gravel of not less than three (3) inches shall cover said pipes and shall lead to each home site. At no time shall muddy driveways and yards be acceptable. Grass shall immediately be sown on all disturbed areas and shall be expected to grow within two (2) months of said land disturbance. Pipes, ditches and yards shall be kept free of weeds and debris at all times.

SECTION III EASEMENTS

The following portions of the property described as Hideaway Hills Subdivision shall be subject to the following easements or rights of way:

1. All front lot lines shall have a fifty (50) foot drainage and utility easement. All side lot lines likewise shall have a fifteen (15) foot easement on both sides of the line. All back lot lines shall have a twenty five (25) foot drainage and utility easement.

2. Lot owners are hereby notified that the Developer has signed an agreement with the local power company that serves the area to allow utilities to be run to various areas within the subdivision, usually along easements described above or the state road itself.

ARTICLE IV GENERAL PROVISIONS

Section 1. 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 2. Severability. Invalidation of any one of these

provisions shall not affect any other provisions herein which shall remain in full force and effect.

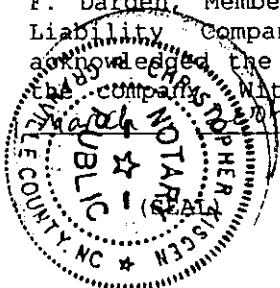
Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of thirty (30) years from the date this declaration is recorded, after which time they shall be automatically extended for successive ten (10) periods. This declaration may be amended in writing with the approval of seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the Developer has set his hand and seal this 17th day of March, 2004.

M. F. Darden (SEAL)
M. F. Darden Member/Manager of New Branch Home & Land, LLC

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Christopher Kiser, a Notary Public, do hereby certify that M. F. Darden, Member/ Manager of New Branch Home & Land, LLC, a Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. Witness my hand and notarial seal, this the 17th day of March, 2004.



Christopher Kiser
Notary Public
8-10-2005
My Commission Expires

The forgoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

County _____ Register of Deeds for Granville

By _____ Assistant Register of Deeds

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Christopher Kiser

_____, a Notary Public is certified to be correct. This instrument was presented for registration and filed in this office in Book 1020

Page 527 This 17th day of March 2004, at 10:00 o'clock A.M.

Ruthen C. Bennett Register of Deeds

By Dicky C. Cook

Deputy/Assistant