

NORTH CAROLINA
PERSON COUNTY

PROTECTIVE COVENANTS
Prepared by and mail
after recording to:

THESE PROTECTIVE COVENANTS made this 1st day of July, 2023, by Sustainable Land Holdings, LLC, hereinafter referred to as “Declarant”.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the property described as Tracts A, B, and C depicted on plat recorded in Plat Book 52, page 56 and being a portion of the property described in Deed Book 1857, page 219 recorded in the Granville County Registry. The Declarant desires to subject the property to the Protective Covenants hereinafter set forth.

NOW, THEREFORE, The Declarant does hereby declare that the above described real property and future adjoining tracts that may be designated as subject to these covenants, is and shall be held, transferred, sold and conveyed subject to these Protective Covenants:

1. No single-wide manufactured dwellings shall be permitted.
2. No structure of temporary character such as a tent, shack or camper units shall be used as a dwelling.
3. No aggressive species shall be allowed. There shall be no commercial raising of animals or fowl. All pens or housing shall be regularly cleaned. Only one animal of a large species shall be allowed per acre.
4. Trees and natural vegetation within ten feet of all common lot lines within the parent parcel shall be left undisturbed except as required for utilities and ordinary maintenance. This does not apply to perimeter boundary lines of the parent parcel.
5. No junked or disabled automobiles or salvage materials shall be allowed to remain on any lot.
6. No obnoxious, offensive, loud, or malodorous activity shall be carried on upon any lot, nor shall anything be done which would become an annoyance or nuisance to the other property owners.
7. All garbage shall be stored in receptacles which are picked up and disposed of weekly.

8. All building material residue shall be removed from any lot, not left on or deposited on any lot or other property within the development so as to maintain a clean, neat, orderly, attractive community.
9. No communication towers shall be allowed without approval of the Declarant.
10. No sign of any type may be permanently displayed. Signs of no greater size than 24" X 24" shall be allowed for temporary use.
11. Swimming pools must be located behind the rear plane of the main dwelling unless located more than 100 feet from any property line.
12. No lot or lots shall be subdivided except one family division is allowed resulting in no more than two lots.
13. If the owners of the property, or any of them, or their heirs, successors and 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 development or subdivision to prosecute any proceeding at law or in equity against the persons or person 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 violation. In the event that any owner should seek enforcement of the restriction contained herein, the prevailing party shall be entitled to recover the costs including their reasonable attorney fees in addition to any other remedy at law or in equity to which they may be entitled. The enforcement rights set forth herein may be exercised by the owners of any of the lots created from the above described property regardless of the plat on which such lots may be shown, it being the intent that any owner of any part of the above described property shall have the right of enforcement against any other owner of any of the above described property.
14. For so long as the Declarant owns any property described on aforesaid plat or any property subject to these covenants, they shall have the right to waive or amend any condition in these Protective Covenants by filing a signed, notarized waiver or amendment with the Person County Register of Deeds. Upon the Declarant no longer owning any property described on aforesaid plats or any property subject to these covenants, amendment of these Protective Covenants may be done by the written, recorded approval of owners of seventy five percent (75%) of the lots created from the land described on aforesaid plat.
15. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain and continue in full force and effect.
16. A 10' utility easement is reserved along and parallel with all easement lines and both sides of all lot lines.