

NORTH CAROLINA

VANCE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That DAVID J. MITCHELL and wife, HELEN W. MITCHELL, as owners of the hereinafter described lands, do hereby covenant and agree to and with all persons, firms and corporations which may hereafter purchase, acquire or lease any of the lands hereinafter described that such lands shall be subjected to the following Restrictive Covenants, which covenants shall be applicable to such property during the term hereinafter set forth:

1.

The lands which are the subject of these Restrictive Covenants are those certain lots or parcels of land lying and being situate in Townsville Township, Vance County, North Carolina, designated as Lots Nos. 1 through 13, inclusive, of Phase One and Two of the Subdivision of David J. Mitchell, recorded in Plat Book U, pages 305 and 306, Vance County Registry.

2.

The property shall not be used for other than residential purposes which may include normal home occupations and hobbies, and only one single family dwelling may be constructed upon any one lot in the subdivision.

3.

No residence shall be allowed to be erected on less than one lot and no lot as shown on the recorded plat shall be subdivided, except that two lot owners may subdivide a lot lying between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot; provided further that adjoining property owners may adjust a common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange conforms in all respects with zoning ordinances and all other provisions of these Restrictive Covenants.

4.

No structure of a temporary character, - trailer, mobile home, tent, shack, camper or other outbuildings - may be located or used on

any lot at any time as a residence, either temporarily or permanently.

5.

No dwelling in the subdivision shall have less than eight hundred (800) square feet of floor space, exclusive of porches, carports, steps, stoops and breezeways.

6.

No residence or other outbuilding shall be erected within twenty-five (25) feet of the boundary line of any adjoining lot within the subdivision.

7.

No swine, poultry, livestock or cattle shall be kept on the land herein described, and no animals of any kind shall be bred or raised on the lands herein described for commercial purposes.

8.

No junked or inoperable vehicles of any type may be kept upon the lands herein described.

9.

Any dogs, cats or other pets belonging to occupants of the lots in the subdivision shall be appropriately penned or otherwise restrained to the end that such animal shall not be able to enter onto other lots in the subdivision.

10.

Any garbage or trash containers maintained in connection with the residences constructed upon the lands shall be appropriately screened and concealed from public view.

11.

No crop allotments will be conveyed to owners of the lots in the subdivision.

12.

These covenants shall exist and continue for a period of twenty (20) years after the time of recording thereof, after which said covenants shall be automatically extended for an indefinite period thereafter, unless by a vote of a majority of the then owners of the lots in the subdivision agree in writing to revoke, amend or alter the covenants in whole or in part.

13.

If the parties hereto or any of them, or their heirs, assigns, or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for and the duty of any person or persons, firms or corporations owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person, persons, firms or corporations violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other costs for such violation.

Invalidation of any one of the covenants herein provided either by judgment or court order shall in no wise effect any of the other covenant provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, David J. Mitchell and wife, Helen W. Mitchell, have executed these Restrictive Covenants this the 29 day of December, 1983.

David J. Mitchell (SEAL)
David J. Mitchell
Helen W. Mitchell (SEAL)
Helen W. Mitchell

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public in and for the State and County aforesaid do hereby certify that David J. Mitchell and Helen W. Mitchell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

December 1983. Witness my hand and Notarial Seal, this the 29 day of

My commission expires: 4-26-85

Patricia S. Quick
Notary Public

STATE OF NORTH CAROLINA, VANCE COUNTY.

The foregoing certificate of Patricia S. Quick, Notary Public of Granville County, N. C., is certified to be correct. This instrument was presented for registration and recorded in this office in Book 581, Page 339. This 29 day of December, 1983, at 4:24 o'clock P. M.

Janet H. Hale
Register of Deeds

00848

2001 FEB 15 AM 11:06

CYNTHIA S. ABBOTT
REGISTER OF DEEDS

NORTH CAROLINA

VANCE COUNTY

PROTECTIVE COVENANTS AND
PRIVATE ROAD MAINTENANCE PROVISIONSTHE WOODS OF TAYLOR'S POINTE - PHASE I SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS AND PRIVATE ROAD MAINTENANCE PROVISIONS made this the 12th day of February, 2001, by DAVID J. MITCHELL, II, herein called Declarant;

WITNESSETH:

THAT, WHEREAS, Declarant is the owner of certain real property herein described and desire to subject said real property to certain restrictive covenants and private road maintenance provisions hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the Protective Covenants and Private Road Maintenance Provisions, hereinafter set out. The subject real property is described as Lots Nos. 79-81, inclusive, as shown on survey and plat of Alan's Surveying Company, P.A. entitled "Survey of The Woods of Taylor's Pointe - Phase I", dated January 8, 2001, of record in Plat Book W, page 360, Vance County Registry. For all purposes herein, the subject real property shall be known as The Woods of Taylor's Pointe - Phase I.

The Protective Covenants and Private Road Maintenance Provisions are as follows:

1. **LAND USE AND BUILDING TYPE.** No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars, however, a garage shall not be required. However, Declarant reserves the right to approve a larger garage, barn or outbuilding if he, in his sole discretion, deems it compatible with the subdivision.

2. **DWELLING SIZE AND DRIVEWAYS.** Except with the prior written approval of the Declarant, no single story residential structure which has a finished heated area of less than twelve hundred (1,200) square feet exclusive of porches, breeze-ways, steps and garages shall be erected or placed or permitted to remain on any tract.

3. **BUILDING LOCATION.** No building shall be located on any tract nearer to the front line than 50 feet. No building shall be located nearer than 20 feet from the interior tract line. For the purpose of this covenant, eaves and steps shall not be considered a part of a building; provided, however, this shall not be construed to permit any portion of a building on a tract to encroach upon another tract. The Declarant may waive any one or more of the restrictions contained herein as the same may relate to the front and/or side setback requirements and dwelling size, provided that said waiver is made in writing and recorded in the office of the Vance County Register of Deeds.

4. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat and over the rear 10 feet of each tract and five feet on each side line unless shown in excess of such distance on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the location and maintenance of utilities and drainage facilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for the improvements for which a public authority or utility company is responsible.

5. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the

premises, except signs which advertise a tract or house for sale. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever shall be carried on upon any tract.

6. **MOBILE HOMES AND TEMPORARY STRUCTURES.** No trailer, tent, shack, or other outbuilding, except a private garage for not more than two cars unless otherwise approved pursuant to paragraph 1 above, shall be erected or placed on any tract covered by these covenants. Except with the prior consent of the Declarant, no detached garage shall at any time be used for human habitation temporarily or permanently. No mobile homes are permitted in the subdivision. This restriction shall not prohibit the placing of a modular home built to the standards of the North Carolina Building Codes. Permanent steps and stoops of at least 4' x 4' are required at all entrances.

7. **FENCES.** No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon prior approval by the Declarant.

8. **APPEARANCE.** Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance.

9. **ANIMALS.** No animals or poultry of any kind, other than house pets or horses, shall be kept or maintained on any part of said property.

10. **CULVERTS.** All driveways installed from abutting roadways must use a N. C. Department of Transportation approved pipe of sufficient size to insure proper drainage, and in any event such pipe shall not be less than 12 inches in diameter.

11. **PARKING.** Adequate off street parking shall be provided by the owner of each tract for the parking of automobiles owned by such owner, and owners of tracts shall not be permitted to park their automobiles on the streets in the development. Owners of tracts shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development.

12. **TREE CUTTING.** Indiscriminate cutting of trees is strictly prohibited except for the purpose of construction of a residence. Prior to any cutting of trees by a contractor or tract owner, the site plan indicating which trees are to be cut must be approved by the Declarant.

13. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

14. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

15. **SEVERABILITY.** Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

16. **PRIVATE ROAD MAINTENANCE PROVISIONS.** The tracts in The Woods of Taylor's Pointe - Phase I Subdivision are served by private roads as shown on the subdivision plats. Although titles to same tracts in Taylor's Pointe extend to the centerline of the private roads which they adjoin, the roads themselves have been dedicated for use by all tract owners in Taylor's Pointe and The Woods of Taylor's Pointe. There has been created a Property Owners' Association for the purpose of establishing rules and regulations governing use of the

roads and for the maintenance and upkeep of the same. Each of the owners of the tracts in the Taylor's Pointe Subdivision and The Woods of Taylor's Pointe Subdivision shall be deemed a member of the Property Owners' Association and shall be entitled to one vote per tract owned at the annual meeting of the association. The date and time for annual meetings shall be fixed by the Board of Directors of the association. At each annual meeting, there shall be elected a Board of Directors for the association consisting of 5 members, and the 5 members so elected shall be responsible for contracting and providing for road maintenance and regulations.

The costs of any repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all lots and/or tracts in Taylor's Pointe Subdivision and The Woods of Taylor's Pointe Subdivision. Any sums levied by the Association that remain unpaid shall become a lien against the member's lot and/or tract, subordinate only to ad valorem taxes and mortgage liens, and may be collected by the Association through a civil action instituted for such purpose. Each tract of The Woods of Taylor's Pointe - Phase I is hereby assessed a monthly maintenance fee of \$5.00 to be paid to the Association beginning on the first day of the second month following tract acquisition from the Declarant. Said fee shall be paid in advance and shall be due and payable on January 2 of each year. Owners who purchase tracts after January 2 shall have such fees prorated as of the date of the recording of the deed of transfer.

To facilitate repairs and maintenance, Declarant reserves the right to have the monthly maintenance fees paid directly to him. Declarant and the Association further reserves the right to increase said fees when the same is necessary to repair and maintain subdivision private roads.

17. NO SUBDIVISION. There shall be no subdivision of the tracts of land in The Woods of Taylor's Pointe - Phase I, either in whole or in part, without the prior joint approval in writing of both the Declarant and Vance County.

IN TESTIMONY WHEREOF, the Declarant has hereunto set his hand and affixed his seal this the day and year first above written.

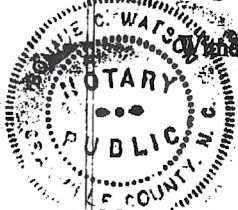
David J. Mitchell II (SEAL)
David J. Mitchell, II

NORTH CAROLINA

GRANVILLE COUNTY

I, Bonnie C. Watson, a Notary Public in and for the State and County aforesaid, do hereby certify that David J. Mitchell, II, unmarried, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 12th day of February, 2001.



Bonnie C. Watson
Notary Public

My Commission Expires: 2-8-2002

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Bonnie C. Watson, Notary Public of Granville County, NC is certified to be correct. This instrument and certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS
By: Stephanie R. Johnson Deputy