

STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS AND RESERVATION OF EASEMENTS AND PRIVATE ROAD MAINTENANCE PROVISIONS made this ____ day of _____, 19____, by Willette Investments Incorporated, a North Carolina corporation, hereinafter the "Declarant".

WHEREAS, the Declarant has heretofore acquired title to a certain tract or parcel of land which shall be subdivided into residential building lots to be known as "Lakeview Subdivision" which said map appears of record in the office of the Register of Deeds of Granville County, in Plat Book ____, Page ____;

WHEREAS, the Declarant intends to convey said residential building lots which are established on the parcel shown on the above-mentioned map, by deed, or other instruments to various persons, firms and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said numbered lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm, or corporation which may acquire title to any or all of said numbered lots and which shall be binding upon each such person, firm, or corporation to whom or to which Declarant may hereafter convey any of said numbered lots by deed, or other instrument;

NOW THEREFORE, in consideration of the premises, the Declarant hereby declares that each of the aforementioned numbered lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said numbered lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of said numbered lots, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions.

mailed 10-7-96 Willette Investments Inc.
P.O. Box 15067
Durham, N.C. 27704

THE RESTRICTIVE AND PROTECTIVE COVENANTS
AND CONDITIONS ARE AS FOLLOWS:

1. Land Use and Building Type. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. No outbuilding shall be erected upon any Lot unless same is incidental to the residential use of said Lot.
2. Dwelling Size. Any dwelling erected upon any Lot shall contain not less than 1,100 square feet for a single story dwelling, 1,500 square feet for a story and a half dwelling, and 1,700 square feet for a two story dwelling. The square footage requirements are for enclosed heated floor space, exclusive of open porches and garages.
3. Setback Lines. All front, side and rear setbacks shall be in compliance with Granville County Zoning Regulations at the time the house is built. Declarant may waive or adjust this provision in cases wherein such setbacks render the particular lot unusable or works as a hardship to the owner.
4. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear ten feet of each of the aforesaid Lots. A drainage and utility easement five feet in width is reserved along each sideline of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the recorded map of the subdivision. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.
5. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle shall be permitted to remain upon any Lot unless it is parked at the rear of any residential structure. No clotheslines shall be erected or used in the front or to the sides of any structure.

6. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
7. Livestock and Poultry. No animals, livestock, exotic animals or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes and provided they are kept under the control and supervision of the owner.
8. Underground Utilities. All telephone and electrical lines serving subdivision shall be placed underground.
9. Driveways. All driveways installed from abutting roadways must use pipe of sufficient size to ensure proper drainage not less than 15 inches in diameter, and any pipe used shall be of a type approved for use by N.C. Department of Transportation.
10. Well and Septic System. Each lot shall have its own well or other approved water source and septic tank or other approved disposal system. All water sources and waste disposal systems must comply with the standards set forth by the Granville County Health Department.
11. Disposal of Garbage. All trash and garbage must be disposed of by a method approved by the Granville County Health Department or through a duly franchised waste disposal service. No dumping shall be permitted on any property.
12. Restriction Against Fences. No wire fence may be erected nearer the front lot line of a Lot than the rear of any residential structure. No fence may be erected within any area reserved within this Declaration or as set forth on the recorded map of this subdivision as an easement area.
13. Time. These covenants are to run with the land and shall be binding on all persons acquiring title to any of the aforementioned Lots up to and including the 1st day of June, 2005, at which time said covenants shall be automatically extended for successive periods of five years, unless by a written instrument executed by a majority of the then-owners of the said Lots, and duly recorded in the office of the Register of Deeds of Granville County within three months of any anniversary date of any such automatic renewal, it is agreed to change said covenants in whole or in part.

14. Enforcement. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor.

These Protective Covenants shall run with and be a part of the title to the property, and may be enforced by individual lot owners, the Declarant or the Lake View Property Owner's Association.

15. Severability. Invalidity of any one of these covenants or conditions by judgement or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

PRIVATE ROAD MAINTENANCE PROVISIONS AND ESTABLISHMENT OF LAKE VIEW PROPERTY OWNERS ASSOCIATION

The lots in Lake View Subdivision are served by a private road as shown on the subdivision plat. Although titles to all lots in the subdivision extend to the centerline of the private road which they adjoin, the road itself has been dedicated for use by all lot owners in the subdivision. There is hereby created a Lake View Property Owner's Association for the purpose of establishing rules and regulations governing use of the road and for the maintenance and upkeep of the same, and to enforce the Protective Covenants for the subdivision. Each of the owners of the lots in the subdivision shall be deemed a member of the Lake View Property Owner's Association, and shall be entitled to one vote for each lot owned. The Declarant will maintain road until the first said annual meeting. The first annual meeting of the association shall be held on the 1st Saturday in June, 1997. Thereafter, the date and time for annual meetings shall be fixed by the Board of Directors. At each annual meeting there shall be elected a Board of Directors for the association consisting of at least 3 members, and the Board of Directors so elected shall be responsible for contracting and providing for road maintenance and regulations. Pending the first annual meeting, a temporary Board of Directors shall be appointed by Declarant to serve until their successors are duly elected. The temporary Board of Directors, in addition to providing for interim road maintenance, shall prepare and present a proposed set of bylaws for the association at the first annual meeting. Declarant shall render technical assistance in preparing the proposed bylaws.

The costs of any repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all lots in the subdivision. Any sums levied by the Association that remain unpaid shall become a lien against the member's lot subordinate only to ad valorem taxes and mortgage liens, and may be collected by the Association through a civil action instituted for such purpose.

Pending the first annual meeting of the Association and to provide initial funds for road maintenance, each lot is hereby assessed a yearly maintenance fee of \$100 beginning the 1st of June, 1997 and each year thereafter.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be executed in its corporate name by its James B. Willette President, attested by its Christy S. Hill Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given this the day and year first above written.



ATTEST

Christy S. Hill
Secretary

WILLETTE INVESTMENTS INCORPORATED

BY: James B. Willette
President

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary public in and for the State and County aforesaid do hereby certify that on this day personally appeared before me James B. Willette and Christy S. Hill acknowledge that she is Secretary of Willette Investments Incorporated, and that by authority duly given and as the act of said corporation this foregoing instrument was duly signed in its name by its President, sealed with its corporate seal and attested by herself as Secretary.



Witness my hand and Notarial Seal, this the 4th day of October, 1996.

Barbara D. Texley
Notary public

My commission expires: 12-12-99

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Barbara D. Texley

Nance County, N.C., is certified to be correct. This instrument was presented for registration and filed in this office in Book 701, Page 420 This 4th day of October, 1996, at 2:55 o'clock P.M.
Shirley E. Ford Register of Deeds By James B. Willette Deputy/Assistant