

Prepared By, Franklin Miles Hancock, III

BOOK 268 PAGE 39

NORTH CAROLINA,
GRANVILLE COUNTY.

RESTRICTIVE COVENANTS

KNOW ALL BY THESE PRESENTS that HANCOCK REALTY CORPORATION, hereinafter referred to as Owner and Developer, desiring to subject the property hereinafter described to the restrictive and protective covenants hereinafter set forth, for the purpose of ensuring the best and most appropriate use and development of said property; to protect future owners of lots against any improper, deteriorating and incompatible uses; and to enhance and promote the desirability and the value of said lots, does hereby covenant and agree to and with all persons, firms, and corporations which may hereafter purchase, acquire, or lease any lot or parcel of land in the property known as GREEN ACRES (SUBDIVISION), SECTION NUMBER 5", which said property has been surveyed and platted into building lots by B and B Consultants, Inc., Oxford, North Carolina, Engineers and Surveyors in June, 1986, which plat is recorded in Plat Book 11, Page 13, of the Public Registry of Granville County, to which reference is made for its detailed description as though the same were incorporated and described herein.

THESE COVENANTS are to run with the land and shall be binding on all persons, firms, and corporations claiming under them until June 1, 2007, at which time said Covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that the Restrictive Covenants may be amended, altered, or released during the initial twenty (20) year period or any succeeding ten (10) year period thereafter by appropriate instrument in writing, executed and acknowledged by owners of a majority of the lots in GREEN ACRES (SUBDIVISION), SECTION NUMBER 5, affected thereby and filed of record in the Public Registry of Granville County.

IT IS FURTHER STIPULATED AND AGREED that the owners of the property in GREEN ACRES (SUBDIVISION), SECTION NUMBER 5,

For Consent to Variance see Pl. 649, Pg. 580.
 For Approval of Restrictive Covenant see Pl. 604, Pg. 586
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and their heirs, successors, or assigns may enforce the restrictive covenants and agreements herein contained by injunction and that this shall not be in exclusion of, but in addition to, other remedies available in law.

A violation of any one of the covenants herein provided, either by judgment or court order, shall in no way effect any of the other covenants and provisions which shall remain in full force and effect.

A. LAND USE AND BUILDING TYPE: No lot or parcel of land in this section shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted on any of the said lots other than one detached single family dwelling and customary outbuildings which are of the same or similar construction as the residence located on said lot.

B. MINIMUM BUILDING SIZE: No dwelling is to have less than one thousand, five hundred square feet (1500) by exterior measurements, exclusive of porches, carports, steps, stoops, and breezeways; provided, nevertheless, that in the event of a two-story dwelling the ground floor area of the main structure, exclusive of open porches, garages, stoops, steps, and breezeways, shall be not less than one thousand square feet (1000) by exterior measurements.

C. BUILDING LOCATION: The dwelling on any lot shall be set back at least fifty feet (50) from the edge of the road right-of-way or front property line of the street said dwelling structure faces and at least twenty feet (20) from the side lot lines and fifty feet (50) from the rear lot lines, and any other customary outbuilding shall comply with these same setbacks except that the customary outbuildings may be located no closer than thirty feet (30) to the rear property line. It is further understood, however, that the Owner and Developer may waive these provisions in cases where, in its opinion, such setbacks or side lot requirements render the lot unusable or work a hard-

ship on the Owner and Developer.

D. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved to the said Hancock Realty Corporation, its successors, assigns, and its duly authorized agents or representatives as shown on the recorded plat and also, over, across, and upon ten feet (10) in the front, side, and rear of each lot, said easements across said lots to be twenty feet (20) in width during periods of construction and installation.

E. NUISANCES: No noxious or offensive or unlawful activity or trade including, but not limited to, the servicing or repairing of vehicles (except yard tractors) shall be carried on upon any lot nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

No signs or billboards shall be erected or maintained on any lots.

No trade materials or inventories may be stored; and no business activity of any kind may be conducted on any lot.

No mobile home, trailer, camping trailer, and unlicensed vehicles (except yard tractors) may be regularly used, stored, or parked on lots except in enclosed garages to the rear of any dwelling, it being the intent of this provision to prevent unused or abandoned vehicles upon any building lot and to prevent the unsightliness of any vehicles in this classification.

With respect to the abolition of business activity, trade, or profession on any lot, this shall include, but not be limited to, professional offices, rooming houses, boarding houses, antique and gift shops, and no requests or application shall be filed with the United States Department of Agriculture or any unit thereof for the establishment or creation of any lot or parcel of land as a farm unit or for the cultivation of farm allotments for agricultural payments thereunder.

No vegetable garden may be grown in any front yard or in the side yard closer than twenty-five feet (25) to the adjoining property line or street right-of-way.

Garbage, trash, tin cans, paper and other debris must be kept in a covered container and must be concealed from

public view and so constructed and placed as to prevent raiding by dogs or other small animals.

No gasoline or fuel supply tank or pump shall be installed above ground in the front yard of any lot or in a side yard between lots at a distance less than one hundred fifty feet (150) from the front line of any property.

Only usual household pets shall be allowed on any lot and such pets shall be subject to reasonable control to the extent they shall not become a nuisance to other owners.

No swine, poultry, livestock, or cattle shall be kept on any lot herein described and no enclosure, pen, house, or stable for the same shall be erected and maintained on any lot.

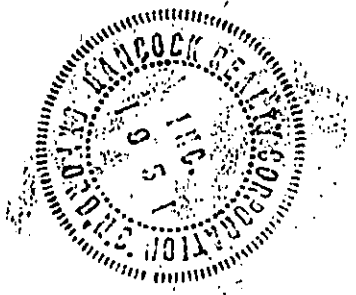
No animals shall be bred or raised on any lot for commercial purposes.

F. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile or camper-type trailer or home, whether it has lost its initial character by any alteration or change by the use of any type of home foundation or exterior finish shall be erected on any lot and no detached garage or outbuilding of any kind, other than the main dwelling, shall be used for human habitation.

G. RESUBDIVIDING: The lots in this Subdivision shall not be resubdivided to produce a greater number of lots, but the Owner and Developer reserves the right to adjust and alter the location of various lot lines when it is deemed necessary to assure the usability of a particular lot or group of lots.

H. LOT MAINTENANCE: Each owner of lots herein described shall maintain and preserve his lot or lots in a clean, orderly and attractive appearance within the spirit of this development.

IN TESTIMONY WHEREOF, the said HANCOCK REALTY CORPORATION has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by prior resolution of its Board of Directors duly given this the 9 day of November, 1987.



HANCOCK REALTY CORPORATION

By Franklin W. Hancock IV
Franklin W. Hancock, IV
President

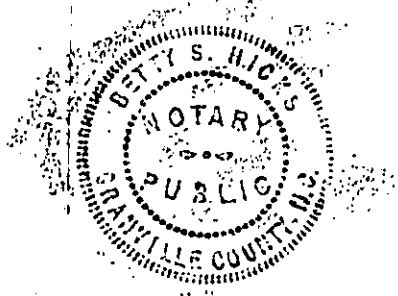
ATTEST:

G. T. Moore
G. T. Moore
Secretary

NORTH CAROLINA,
GRANVILLE COUNTY.

This the 9TH day of November, 1987, personally came before me G. T. Moore, who, being by me duly sworn, says that he knows the common seal of HANCOCK REALTY CORPORATION, and is acquainted with Franklin W. Hancock, IV, who is President of said corporation and saw the said President sign the foregoing instrument, and saw the said common seal of said corporation affixed to said instrument by said President, and that he the said G. T. Moore, signed his name in attestation of the execution of said instrument in the presence of said President of said corporation.

Witness my hand and official seal, this the 9TH day of November, 1987.



Betty S. Hicks
NOTARY PUBLIC

My commission expires 11-18-89

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Betty S. Hicks 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 268, Page 39.
This 13th day of November, A. D. 1987 at 10:45 o'clock P. M.
Recorded and verified: By John S. Moore Register of Deeds
\$ 14.00 Rec. Fees \$ _____ Stamps _____
A. S. Register of Deeds