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Granville County, NC
Kathryn Crews Averett Reg of Deeds

BK 1256 PG 919-926

PREPARED BY AND HOLD FOR: NATHAN M. GARREN.

NORTH CAROLINA

**PROTECTIVE COVENANTS FOR
THE RESERVE AT PRESTWICK**

GRANVILLE COUNTY

This declaration of protective covenants made this 25th day of January, 2008, by Prestwick Group, a North Carolina joint venture, hereinafter called Declarant, of Granville County, North Carolina. Mallard Homes, Inc. joins in the execution of these covenants.

WITNESSETH:

Whereas, Declarant is the owner of the real property described below and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

Now, therefore, Declarant does hereby declare that the following described real property located in Tally Ho Township, Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth. This real property is described as follows:

Being all of Lots 1 through 63, The Reserve At Prestwick Subdivision, as shown on that plat recorded in Plat Book 36, Page 107, Granville County Registry.

1. All lots will be used for residential purposes only, and each lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two and one half stories in height and an attached garage. More than one lot may be used as one building site if approved in writing by Declarant, or such other person designated by Declarant.
2. All single story and ranch dwellings shall have a minimum heated area of 1,100 square feet. All one and one-half story dwellings shall have a minimum heated area of 1,200 square feet. All two story dwellings shall have a minimum heated area of 1,300 square feet.
3. No dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right of way) than 25 feet, and no dwelling shall be located less than 6 feet from any side property line, or less than 30 feet from any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, PROVIDED, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site. Notwithstanding the provisions of this paragraph, the location of any dwelling or other approved structure on any building site must comply with the building ordinances for the Town of Stem.
4. No dwelling shall be built on or placed on any building site having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having less than 10,000 square feet except that a dwelling may be erected on all building sites as shown on said recorded plat regardless of width at minimum building setback line or area in square feet.
5. All dwellings will have brick or stone skirting including porches, except a front porch may have brick piers which are filled in between piers with 2 inch flat lattice made of vinyl, plastic, or fiberglass material white in color or painted to match the exterior paint on the house. The exterior walls of each dwelling and its garage shall be of stone, stucco, brick, wood, hardi board or plank, or vinyl siding. All exterior building surfaces must be harmonious in colors, paint and materials in relation to the surrounding structures. All residential dwellings shall have a minimum roof pitch of at least 7/12 for the main gable. The same pitch shall be required for the garage. Dwellings built with a 9 foot ceiling exterior walls shall have a minimum roof pitch of 7/12 for the main gable. All roofs shall be shingled with dimensional shingles or with singles that give the appearance of a dimensional shingles. Driveways shall be paved with concrete. All walks will be surfaces with either concrete, flagstone, brick or similar paving material.

6. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a residence if there is not client or customer traffic to the office. Use of property shall comply with all county and/or municipal zoning requirements. Except for loading and unloading for transportation elsewhere, no four wheeled or three wheeled off road vehicles may be operated in the subdivision.

7. No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any building site any time as a residence, either temporarily or permanently. No trailer or mobile home shall be placed on any building site covered by these covenants. No inoperable or unlicensed vehicles may be left on any building site.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless these are in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

9. Declarant or its designated agent shall review and approve all improvements and construction proposed on any lot. Declarant may appoint an Architectural Committee to perform this function. So long as the Declarant shall own at least one lot in the subdivision, it shall appoint any successor members to the Architectural Committee. At such time, as Declarant shall no longer own a lot in the subdivision, the members of the Architectural Committee and their successors shall be appointed by the Board of Directors of the homeowners association.

10. In the event that a dwelling does not meet proper set back lines in these restrictive covenants, such violation may be waived by the execution and recording of a waiver signed by the Declarant, its designated agent, or the Architectural Committee. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing. If required, a variance must be granted by the Town of Stem.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Household pets shall be limited to three for any one property. Further, owners shall not have any household pets which have a dangerous nature that would threaten other person or persons in the neighborhood. Owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other lot owners. All cats shall be kept indoors. All dogs shall be kept indoors or in a fenced yard. All dogs shall be walked on a leash.

12. No lot or portion shall be dedicated or used for a public street without the consent of the Declarant or its designated agent.

13. No lot in the subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner from splitting a lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot smaller, so long as the smaller lot has at least 10,000 square feet in area and 60 feet of road frontage. Notwithstanding the provisions of this paragraph, the recombination of two or more lots must comply with the subdivision ordinances for the Town of Stem.

14. Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision. All boats, travel travelers and campers shall be kept behind the owner's residence.

15. All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings location on each building site shall be concealed and located underground so as not be visible.

16. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence, outside lighting, screen planting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by the Declarant, its designated agent, or the Architectural Committee, or by such other persons designated by the Architectural Committee. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to him, or in any event, if no suit to enjoin the erection of such building has been instituted within thirty days of commencement of construction, such approval will not be required, and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be

entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plat plan showing location of house, specifications, and design of driveway. A sketch plan showing approximate locations and design will be acceptable. All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from dirt, mud garbage, trash or other debris resulting from any such construction on his lot.

17. The owner of any building site containing an approved dwelling may erect an outbuilding thereon provided that he first submits plans and site locations for such outbuildings to the Declarant, its designated agent, or the Architectural Committee, or to such persons designated by the Architectural Committee, or designated otherwise as set forth in preceding paragraph. Such plans shall be approved, or shall be deemed to have been approved as provided in the preceding paragraph.

18. Each builder shall provide every new home with a uniform color mailbox and post which have been approved by the Declarant, its designated agent, or the Architectural Committee. No other type of mailbox or post may be used. It shall be the responsibility of homeowner to replace any broken or damaged mailboxes or posts with one like that originally provided by the builder.

19. No satellite dish of more than twenty four inches in diameter or any other type of antenna shall be erected on any lot. Said dish shall be located behind the main structure.

20. Yard ornamentation of concrete or similar materials shall be limited to six items on a lot.

21. These Protective Covenants are subject to being altered, modified, or changed at any time by the Declarant so long as it shall own one or more lots in the subdivision; or, when Declarant shall no longer own a lot, by the owners of sixty five percent or more of the lots in the subdivision. Such changes shall be in writing signed by Declarant, or, if by lot owners, by the necessary number of them, and duly recorded in the proper Granville County Registry.

22. Declarant reserves on Lots 1 through 18 easements for an entrance sign and entrance and berm landscaping. Included in the rights appurtenant to the landscaping and sign easements are the right to go onto this area at any time to plant and maintain the plantings of bushes, flowers, shrubs, and trees; to install, repair and maintain fencing or other structure; and to repair, replace, and maintain the signs or portions thereof. These rights shall be for the lot owners as well as the Declarant.

23. The Declarant reserves the right to subject the real property in this subdivision to contract with Progress Energy for the installation of street and sign lighting, which shall require a continuing monthly payment to Progress Energy.

24. The Declarant shall at the appropriate time create a homeowners association for the purpose of enforcing these protective covenants and to assess and collect from each homeowner that annual fee necessary to provide maintenance of the entrance sign(s), entrance and berm landscaping, common areas, to pay any monthly charge required by Progress Energy and any other cost incurred by the homeowners association. Any owner of a lot or lots other than the Declarant shall be assessed the annual fee for each lot owned, which if not paid when due shall become a lien against the lot or lots and shall be enforced in accordance with Chapter 47F North Carolina Planned Community Act of the North Carolina General Statutes. So long as the Declarant owns 25 per cent of the lots in the subdivision, the Declarant in its sole discretion shall set the dollar amount of the homeowner dues. Notwithstanding, the initial homeowner dues for the subdivision shall not exceed \$150.00 for the 2008 calendar year. Each homeowner in the subdivision shall be deemed a member of the association and shall be entitled to one vote for each lot owned at the annual meeting of the association. The first annual meeting of the association shall be held on a date to be fixed by the Declarant.

25. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant in accordance with Chapter 47F North Carolina Planned Community Act of the North Carolina General Statutes. Such action may be either one to restrain a violation or to recover damages. After notice and an opportunity to be heard by the Declarant or the Board of Directors of the homeowners association, a daily penalty in a reasonable amount may be assessed against a lot owner for any continuing violation of the covenants.

26. Invalidity of any 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 prevent the enforcement of such covenant or covenants in the future.

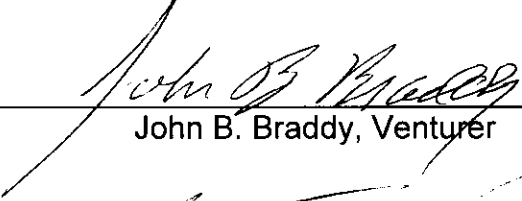
27. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date that they are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

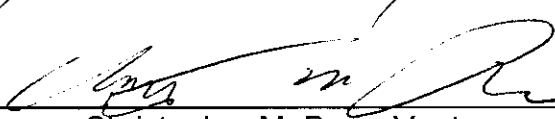
SEE NEXT PAGE FOR EXECUTION AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and affixed its seal the day and year first above written.

Prestwick Group, a North Carolina Venture

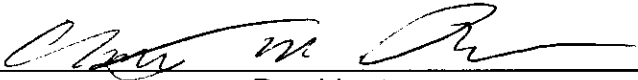
By:  (SEAL)
Gilbert R. Alligood, Venturer

By:  (SEAL)
John B. Braddy, Venturer

By:  (SEAL)
Christopher M. Bass, Venturer

IN WITNESS WHEREOF, Mallard Homes, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officer the day and year first above written.

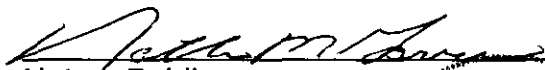
Mallard Homes, Inc.

By:  (SEAL)
____ President

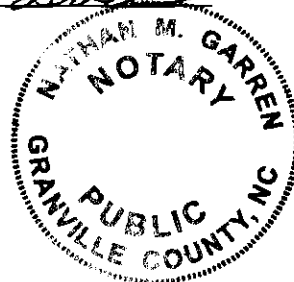
STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Nathan M. Garren, a Notary Public, for the County of Granville, State of North Carolina do hereby certify that Gilbert R. Alligood, John B. Braddy and Christopher M. Bass, Venturers in Prestwick Group, a North Carolina joint venture, personally appeared before me this day and for and on behalf of said Prestwick Group acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 28th day of January, 2008.


Notary Public

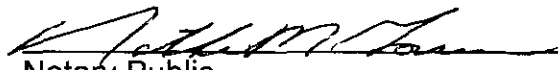
My Commission Expires: 10/8/12



STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Nathan M. Garren, a Notary Public, for the County of Granville, State of North Carolina do hereby certify that Christopher M. Bass, President of Mallard Homes, Inc., a North Carolina corporation, personally appeared before me this day and for and on behalf of said corporation acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 28th day of January, 2008.


Notary Public

My Commission Expires: 10/8/12

