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PREPARED BY:
LAURIE PREDDY
HOLD FOR: LAURIE

NORTH CAROLINA
GRANVILLE COUNTY

PROTECTIVE COVENANTS FOR REEDY CREEK SUBDIVISION

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the County of Granville, State of North Carolina, and is more particularly described as follows:

BEING ALL OF LOTS 1-9 OF REEDY CREEK SUBDIVISION AS
RECORDED IN PLAT BOOK 26 AT PAGE 148 IN THE GRANVILLE
COUNTY REGISTRY AS CONVEYED IN REAL ESTATE BOOK 860,
PAGE 224, AND THE RESTRICTIONS THEREON.

The real property described above hereof is subjected to the Protective Covenants and Restrictions hereby declared to inure to the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement on lots; to secure and maintain proper setback from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

1. The property shall be known, used and described as residential tracts only, and no part of any tract shall be used for any type business or store.
2. No single lot shall be subdivided so as to create two or more building lots, except Lot 4 may be subdivided into two lots for two residences provided county approval is obtained.
3. No trailer, basement, tent, shack, garage, or other outbuildings erected on this residential tract shall be, at any time, used as a residence temporarily or permanently, nor shall any residence be moved onto this residential tract. Any construction begun must be completed within one year.
4. No single-family residence having less than 1,400 square feet of heated floor space, when measured from the outside wall, exclusive of garage, carport, basement, or other auxiliary structure, shall be erected on tract. Minimum front set-back lines shall be 100 feet and the minimum set-back from the side of the lot line shall be 20 feet.
5. Any home constructed on this tract shall be site built and principally of brick, stone, stucco,

Del. Laurie Preddy, atty. 828-01

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wood or vinyl siding. All plans must be approved in advance by the architectural committee. Which is composed of 3 persons designated and appointed by declarant or its assigns. Declarant may appoint himself as a member. No manufactured housing, be it single or double wide houses or modular homes, shall be constructed or brought upon the property.

6. No trade or business and no noxious or offensive activities shall be carried on upon said tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or poultry may be kept on this property with the exception that horses may be allowed on lots 1 and 4, so long as there is no more than 1 horse per acre of fenced pasture.

7. The tract shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No household garbage shall be incinerated or other illegal material burned on the property.

8. Grass and weeds are to be kept down on all vacant areas to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be done at his expense.

9. All drives and walks will be surfaced with either stone, asphalt, concrete, flagstone, brick or similar all-weather material.

10. No standing timber on any lot shall be clear cut.

11. No automobiles or trucks without valid up-to-date license plates shall be permitted upon said premises unless said automobiles or trucks are kept in an enclosed storage area to the rear of any dwelling; it being the intent of this covenant to prevent unused or abandoned vehicles upon the building tract and to prevent the unsightliness of same.

12. Any tanks used for the storage of fuel or other materials located on the tract shall be placed either underground or shall be screened from public view by decorative fencing or appropriate landscaping.

13. A 55-foot easement is retained across the front of lots 7, 8, and 9 for site distance easement for the subdivision entrance.

14. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by all parties to this declaration, their respective legal representatives, heirs, successors, and assigns, and all future lot owners, for a term of thirty (30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years except that they may be altered, amended or revoked in whole or in part by written agreement of record owners of 2/3 of platted lots, with one vote per lot.

15. Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last

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known address of the person who appears as owner. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners.

16. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation and to recover damages; and failure by any party hereto to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter.

17. Should any covenant or restriction herein contained, or any sentence, clause, phrase, or term of this declaration be declared to be void, invalid, illegal or unenforceable for any reason, by the adjudication of any Court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in contradiction between these restrictions and any governmental ordinances, law or regulations of a Federal, State or local agency, the latter shall prevail.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Corporate Name

Perry S. Tunstall (seal)

Vikki B. Tunstall (seal)

_____(seal)

_____(seal)

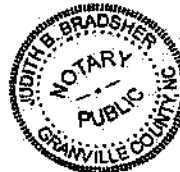
North Carolina Granville County

I, a Notary Public of the County and State aforesaid, certify that Perry S. Tunstall & Vikki B. Tunstall

personally came before me this day and acknowledged the execution of the foregoing instrument witness my hand and official stamp, or seal, this day of August 22, 2001

My commission expires: March 10, 2006

Judith B. Bradsher Notary Public



STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Judith B. Bradsher a Notary Public

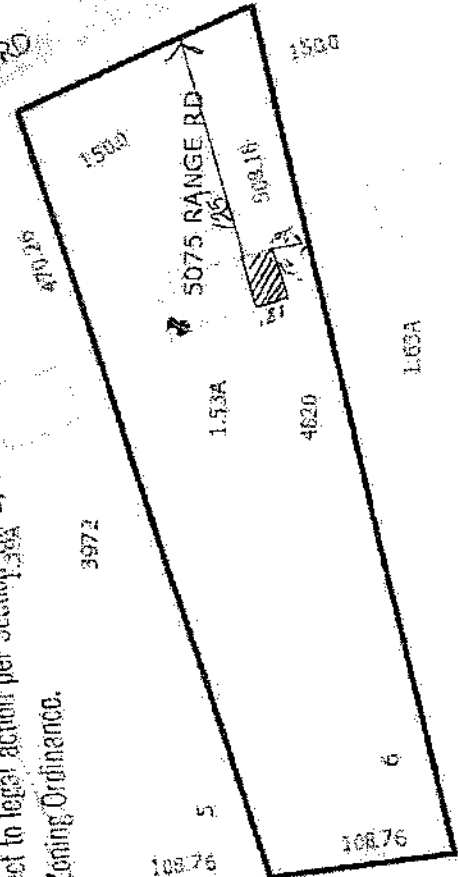
is certified to be correct. This instrument was presented for registration and filed in this office in Book 806 Page 100

This 24th day of Aug, 2001 at 12:31 o'clock PM

Register of Deeds William L. Davis by Scotty M. Davis Assistant Deputy

NOTICE TO APPLICANT AND HEALTH/INSPECTION DEPTS.

Any changes made to this drawing/ plat or to the physical siting of the structure or use herein permitted without written approval from the Granville County Planning Department shall render this Zoning Permit void and subject to legal action per Section VIII-2, VIII-4 of the Granville County Zoning Ordinance.



This property is situated in an area identified by the Army Corps of Engineers as having the potential for Unconsolidated Sediments.

GRANVILLE COUNTY



Customer: This plat is provided as a guide only and is not a warranty of the accuracy of the property lines, lot area, or other information shown. The user is responsible for verifying the accuracy of the information shown on this plat. This plat is for informational purposes only and should not be used for any other purpose without the express written consent of the County.

Parcel Number: 10933
 Map Number: 097200634820
 Owner Name: MILLER KEITH & KAY E. SHOCKLEY
 Owner Address: 5075 RANGE ROAD
 Owner City: OXFORD NC
 Parcel Address: 5075 RANGE RD
 Notes: 1126 SR
 Dead Reference: 1012/453
 Dead Date: 1/16/2004

Plat Reference: 19205-301
 Account: 1.53
 Dead Acres: 1.43563999607
 Calc Acres: 130853
 Value: 138500
 Township: TALLY HQ



One Inch = 100 Feet