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Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK 1229 Pg 470-475

PREPARED BY & RETURN TO: Royster, Cross & Hensley LLP (JECJr/klj) PO Drawer 1168, Oxford, NC 27565

NORTH CAROLINA

GRANVILLE COUNTY

**RESTRICTIVE COVENANTS
FOR EVANS ESTATES**

KNOW ALL MEN BY THESE PRESENTS:

THESE RESTRICTIVE COVENANTS FOR EVANS ESTATES, made and entered into this 31st day of August, 2007, by **JAMES D. CURRIN and wife, VIRGINIA D. CURRIN**, owners of the hereinafter described lands (hereinafter referred to as "**Grantor**"), does hereby covenant and agree to and with all persons, firms, corporations and any other entities which may hereafter purchase, acquire, or lease any lot or parcel of land included in the property hereinafter described, that the following Restrictive Covenants shall be applicable to said property during the term hereinafter set forth:

A certain tract or parcel of land situate on the northwest side of SR#1317 (Satterwhite Road) in Walnut Grove Township, Granville County, North Carolina, being more particularly described as follows:

A subdivision containing **Lots 1-8** as shown on survey and plat of Barry H. Oakes Surveying, P.A., entitled "Survey of Evans Estates," dated March 19, 2007, of record in **Plat Book 35, page 35**, Granville County Registry, to which reference is hereby made for a more particular description.

For further reference, see Book 1063, page 207, Granville County Registry (116074 - No Title Examination)

1. **Effective Dates.** The subdivision shall be known as Evans Estates. These covenants are to run with the lands, and shall be binding on all parties and all persons claiming under them until January 1, 2033, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of those persons then owning a majority of said lots agree to change said covenants in whole or in part.

2. **Enforcement.** If the parties and/or owners hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, owning any real property situated in said subdivision as shown on said plat

ROYSTER, CROSS & HENSLEY, LLP, Attorneys at Law, P.O. Drawer 1168, Oxford, NC 27565

to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages for such violations.

3. **Invalidation.** Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

4. **No Resubdivision.** None of the lots as shown on the map of the subdivision shall be resubdivided so as to create any additional building lots. Where a residence has been erected on a plot consisting of two or more lots, none of the said lots shall thereafter be sold separately if such sales would result in a violation of paragraph 9 below.

5. **No Offensive Uses.** No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. **No Temporary Structures.** No trailer, basement, tent, shack, garage, or other out buildings erected on these residential lots shall be at any time used as a residence, temporarily or permanently, nor shall any residence be moved onto a building plot in the subdivision.

7. **Minimum Building Size.** No single-family residence having less than 1,200 square feet of heated floor space, when measured from the outside walls, exclusive of doors, porches, garage, carport, basement, or other auxiliary structure, shall be erected on the lot.

8. **Building Location.** No building shall be located nearer to the front lot line than fifty (50) feet unless the topography makes this requirement unduly and unreasonably burdensome, and in such event, after consideration of the topography and approval by Grantor, said dwelling shall be located as near fifty (50) feet from the front line as is reasonable. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line nor shall any dwelling be located less than fifteen (15) feet from the side lines.

9. **Signs.** No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

10. **Trash Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed or stored in an area that cannot be seen from the street or the rear.

11. **Lawn Maintenance.** Grass and weeds are to be kept down on all vacant lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner of the lot or lots and is to be done at his expense. All houses and yards are to be kept in a clean, safe, attractive and sightly condition.

12. **Construction Materials.** All homes constructed in this subdivision shall be principally of brick, stone, stucco, wood siding, vinyl or similar high quality material. No cement or cinder blocks shall appear above ground level. All structures on the property shall be the same general exterior appearance as the residential dwelling. No incomplete or junk type structures shall be permitted on the property.

13. **Well and Septic Tanks.** All water wells and septic systems must comply with the standards set forth by the Granville County Health Department.

14. **Easements Reserved.** The Grantor reserves an easement of fifteen (15) feet in width along the front and rear property lines, and five (5) feet along the side property line of each and every lot for present and future utility needs, such as telephone, electricity, water, sewer, gas lines or drainage. Any easements which have heretofore been granted by the Grantor are also reserved.

15. **Approval of Building Plans and Contractors.** No building, fence, sidewalk, wall, drive or other improvements (including swimming pools) shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color and finish plot plans (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Grantor, the survivor, his or her heirs and assigns. Refusal and approval of plans, location or specifications may be based by the Grantor upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion they shall deem sufficient.

No alternations may be made in such plans after approval except and with the written consent of the Grantor. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Grantor. One copy of all plans, specifications and related data shall be furnished to the Grantor for their records. All fencing should be of a quality and style that enhances the appearance of both the owner and neighbors' property. All fencing from the back of homes to the state maintained road shall be of stained or painted wood or vinyl planks.

In addition to the above, Grantor reserves the right to approve all contractors who may be initially constructing the residence. The lot owner shall submit in advance the name of the contractor to Grantor. The lot owner shall not be permitted to commence construction until such contractor is approved by Grantor.

16. **Residential Use Only; Limitation of Dwellings.** All lots in said subdivision shall be known, used and described as residential lots and limited agricultural purposes such as gardening and the tending of orchards, vineyards and other similar endeavors. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and customary outbuildings which are of the same or similar construction as the residents located on said lot. Specifically, no commercial garages shall be constructed nor shall any commerce that requires customer traffic be permitted. However, no mobile homes of any nature shall be permitted within the subdivision.

17. **Extension of Restrictive Covenants.** Grantor presently owns an additional 22.686 acre tract or parcel of land located to the west of Lots 7 and 8. In the event that Grantor subsequently elects to develop such properties, then it may refer to the Restrictive Covenants set forth herein and incorporates such restrictions by reference. In such event, any remaining lands developed by Currin Building Supply, Inc. shall be bound by the terms and conditions of the Restrictive Covenants set forth for Lots 1-8 without the consent of the present lot owners. In doing so, Grantor may file and record such amendments to the Restrictive Covenants as are necessary without the consent of the other lot owners in order to subject the additional land to the terms of these Restrictive Covenants.

18. **Contractual Agreement for Building Supplies.** By the acceptance of a deed from Grantor, the owner of any lot in Currin Acres does hereby agree to purchase all building materials for the construction of a new residence from Currin Building Supply Company unless this provision is subsequently waived in writing by Grantor or such building materials are unavailable to Currin Building Supply Company.

19. **Surfacing of Drives.** All drives and walks will be surfaced with either asphalt, concrete, flagstone, brick or similar all-weather material from the edge of the highway to at least twenty-five (25) feet into the lot and must meet North Carolina Department of Transportation specifics to insure proper drainage.

20. **No Junk Automobiles.** No inoperable or junk motor vehicles, tractors, lawnmowers or equipment of any kind shall be permitted upon said premises; it being the intent of this covenant to prevent unused or abandoned vehicles upon any building lot and to prevent the unsightliness of same. Moreover, the parking of any tractor-trailer rigs and dump trucks on or in front of any lot in the subdivision and the parking of vehicles in the yard are strictly prohibited.

21. **Livestock or Animals.** No livestock or other animals may be raised or kept for commercial purposes, and no hogs or chickens shall be permitted on property. No vicious animals, including, but not limited to, pit bulls, rottweilers and chow dogs, shall be allowed in the subdivision.

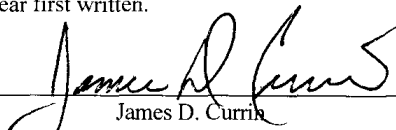
22. **Outdoor Lighting.** The property owners may erect in their yards lamp posts or poles not to exceed eight (8) feet in height, which lamp posts or poles shall be used exclusively for lighting of the premises, and for no other purpose whatsoever. Nothing in this paragraph, however, shall prohibit the erection of security lights on the premises when installed and maintained by a public utility.

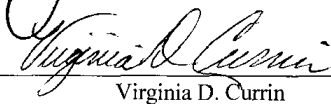
23. **Storage Tanks.** Any tanks used for the storage of fuel or other materials located on the lots shall be placed either underground or shall be screened from public view by decorative fencing or appropriate landscaping.

24. **Restrictive Covenants.** The Restrictive Covenants for Currin Acres shall run with and be a part of the title to the property. The Restrictive Covenants may be amended with the written approval of three-fourths (3/4) of the lot owners and the recording of any such amendment. For such purpose, each lot owner other than Grantor shall have one (1) vote per lot. The Grantor shall have five (5) votes for each lot owned by it.

25. **Gender.** The designation Grantor as used herein shall include said parties, their survivor, heirs and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the individual parties have hereunto set their hands and seals, in duplicate originals, this the day and year first written.

 (SEAL)
James D. Currin

 (SEAL)
Virginia D. Currin

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NORTH CAROLINA

GRANVILLE COUNTY

I, Kimberly L. Jones, a Notary Public, in and for the State and County aforesaid, do hereby certify that **James D. Currin and wife, Virginia D. Currin**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 31st day of August, 2007.

Kimberly L. Jones
Notary Public

My commission expires: 12-15-07

