

BOOK 688 PAGE 4

NORTH CAROLINA
GRANVILLE COUNTYRESTRICTIVE COVENANTS
WALNUT CREEK SOUTH

KNOW ALL MEN BY THESE PRESENTS, that on the 21st day of March, 1996, Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, (formerly Cedar Creek Partners, a Virginia General Partnership), owners of tracts in Walnut Creek Subdivision South, and more particularly described in Plat Book 17, Page 155 and 156, do hereby covenant and hereby agree with all persons, firms or corporations which may hereafter purchase, acquire or lease any of the said lots or parcels of land set out hereinabove, that the following restrictive covenants shall be applicable to said property during the term hereinafter set forth:

1. The property subject to these restrictions includes Lots 1-S through Lot 24-S in the Walnut Creek South Subdivision as appear on plat of Walnut Creek South Subdivision as recorded in Plat Book 17, Pages 155 and 156, Granville County Registry.

2. Each lot shall be used for single family residential use only, and thereby only one (1) dwelling shall be allowed on each lot.

3. No swine or kennels shall be allowed on any lot. This shall not prevent the keeping of normal household pets under normal residential conditions.

4. Non-commercial livestock and poultry shall only be allowed on tracts of 3 acres or more, and only to such an extent as not to become a nuisance to neighboring land owners.

5. There shall be no vehicular parking allowed along the road right-of-ways. This restriction includes, but is not limited to,

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This Instrument is prepared by
N. KYLE HICKS, Attorney-at-Law

See To: Kyle Hicks, Esq. 3/27/96

automobiles, boats and utility trailers.

6. All waste and household trash and garbage shall be disposed of in a manner approved by the Granville County Health Department.

7. All homes, manufactured or otherwise, shall be no more than 7 years old at the time of installation. This requirement may be waived by Cedar Creek Partners, if it is determined that such home is sufficiently compatible in design and appearance with other housing in the subdivision.

8. There shall not be located on any lot more than one (1) unlicensed vehicle. No commercial automotive repair shall be allowed on any lot.

9. All driveway connections shall meet the N. C. Department of Transportation guidelines using culverts (driveway pipes where needed, composed of approved materials).

10. All lots are sold subject to the Private Road Maintenance Declaration of record in Book 688, Page 1, Granville County Registry.

11. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who may now own or who may hereinafter own any lot located in Walnut Creek South Subdivision, and all such persons are specifically given the right to enforce these restrictions against any person or persons violating or threatening to violate these restrictions, and any such person shall also be entitled to recover from the offender any damages suffered from violations of these restrictions.

12. These restrictions or any changes therein shall enure for

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the benefit and run with the land shall be binding on all parties or persons claiming under the owners as set out herein, until July 1, 2015. These restrictions shall automatically renew for ten (10) periods thereafter until such time as the lot owners by a two-thirds (2/3rds) vote agree to terminate said restrictions.

13. The invalidation of any portion of these restrictions and covenants by judgement, court order, state law, federal law or local law, shall in no way affect any of the other provisions contained herein, and those other provisions shall be severed from the invalidated portion and shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties named hereinabove do hereunto set their hands and seals the day and year first above written.

CEDAR CREEK LAND CO., L.L.C.,
Virginia Limited Liability Company

By: Joseph D. Maillet (SEAL)
Joseph D. Maillet, A Manager

STATE OF North Carolina
COUNTY OF Garville

I, Dana P. Neathery, a Notary Public of the State of North Carolina and state aforesaid, do hereby certify that on this day personally appeared before me Joseph D. Maillet, a Manager of Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

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Witness my hand and notarial seal, this the 21st day of March, 1996.

Donna P. Neathery
Notary Public



Commission Expires: 11/23/96

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Donna P. Neathery, a Notary Public

of Vance County, N.C.

is certified to be correct. This instrument was presented for registration and filed in this office in Book 688, Page 7.

This day of March, 1996 at 11:38 o'clock A.M.

Register of Deeds Shirley E. Ford

By Decky C. Enock Assistant/Deputy

14.00

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