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STATE OF NORTH CAROLINA
RESTRICTIVE COVENANTS FOR OLD ORCHARD ESTATES
COUNTY OF GRANVILLE

WHEREAS, Ralph A & Mary Lee Currin heirs is the fee simple owner of the following described lots or parcels of land located in Walnut Grove Township, Granville County, North Carolina, and more particularly described in Deed Book 105, page 477 and Plat Book 24, page 10

Refer to plat

WHEREAS, Ralph A & Mary Lee Currin heirs herein referred to as the developer, for the purpose of creating and maintaining a quiet, restful and desirable development for the protection of owners who build or buy homes in said above-described development do hereby covenant to and with the present and future owners of said lots as follows:

1. The above-described lots shall be used for single-family residential purposes only; no dwelling may be erected, altered, placed or permitted to remain on any other than one single-family dwelling with a two-car garage not to exceed two stories in height, exclusive of basement and/or attic. Ancillary building such as a guest house, private stable or animal shelter may be permitted provided they match the

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3138 Hwy 96
Oxford, NC 27565

architecture of the primary dwelling and are approved by the developer, its successors and assigns or legal agents.

2. No lot shall be subdivided without the written consent of the developer or its successors, assigns or legal agent, except that two lot owners may subdivide a lot lying between them, but only one single-family residence shall be built on the combined original lot and the subdivided portion of any lot; provided, further, that adjoining lot owners may adjust the common boundary line by the sale or exchange of the property between such owners, so long as such sale or exchange conforms in all respect with the zoning ordinances, if any, of Granville County, North Carolina, and all other provisions of these restrictive covenants.

3. No dwelling shall be hereafter erected, altered or placed on any lot closer than 75 feet to the front property line, or 50 feet to any side street line, an interior or rear property line.

4. No dwelling, building, structure, outbuilding, fence, wall, or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the lot) shall be constructed on any lot unless and until the plans for such construction shall have been approved in writing by the developer, its successors and assigns or legal agents. The plans submitted to the developer for approval shall include:

- (a) the construction plans and specifications including all exterior colors and proposed landscaping (specifically including any clearing and/or tree removal) and grading; and
- (b) a plat showing the location of all proposed improvements.

The developer's approval required hereinabove is a continuing approval in regards to all future alterations including exterior colors. All exterior colors shall be earth tones maintaining harmony with the surrounding landscape (no pastels will be allowed).

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5. No plans for a dwelling shall be approved unless the living area of such dwelling, (excluding open porches and garages), is 2,000 square feet or larger for a single-family dwelling or 2400 square feet or larger for a dwelling of more than one level. All measurements made from outside wall lines.

6. No dwelling, building, structure, outbuilding, or other improvements shall be constructed on any lot except by conventional construction, and no single or doublewide mobile homes shall be erected on any lot; provided, however, a dwelling of modular construction or a precut dwelling and/or building may be erected upon a lot with the approval, in writing, of the developer or its successors and assigns or legal agent should the developer in its sole discretion deem the same to be advisable. No structure of temporary character, trailer, basement tent or accessory building shall be used on any tract as a residence, temporarily or permanently provided. The developer, its successor and assigns or legal agents may grant a permit for such use and location during the construction phase of the permanent dwelling, such permit to be in writing and with a time limitation.

7. Approval of the plans by the developer shall be based upon compliance with the provisions of these restrictions, quality of workmanship and materials, harmony of external design with surrounding structures, location of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding lots, the effect of the proposed construction on the natural tree growth and vegetation, and all other factors which in the sole opinion of the developer shall affect the desirability or suitability of the proposed improvement.

8. Once construction shall have been initiated on any structure (wall, fences, residences, ancillary buildings or any other structure which has been previously approved), construction of that particular structure must be completed within one year. Ancillary structures cannot be built on the tract prior to the main dwelling being constructed. They may be built concurrently with approval.

9. No animals, livestock (including pet pigs), or poultry of any kind shall be raised or bred on any lot except horses, dogs, cats or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to the other lot owners. Number of horses will be restricted to one horse for each two acres of land for tracts in excess of four acres and two horses maximum for tracts less than four acres. Horses are to be used only for recreational purposes. All dogs are to be leashed or contained by fences within the tract of the owner.

10. No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all lots shall be kept in an orderly and sanitary condition at all times.

11. Grounds will be maintained year round. No grass or weeds shall be allowed to grow taller than six inches within 50 feet of the residence building line or 25 feet from ancillary buildings.

12. No automobile or equipment that is inoperable will be allowed to remain on any lot and/or street for more than fifteen days.

13. No billboard or signs (except those suitable for sale of lot) shall be permitted or maintained on any lot.

14. No lot owner shall drive or park or permit any other person to drive or park any heavy equipment (including tractor trailers and trucks in excess of one ton), three wheelers, four wheelers or dirt bikes on the private roads within said restricted property, except moving vans and/or construction vehicles, which may be driven or parked on the private roads within the restricted property for the temporary purpose of

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moving a lot owner in or out of a dwelling constructed on a lot, and/or for the construction of improvements.

15. Unless approved by the developer or its successors and assigns or legal agent, no exterior mounted antenna, aerial, satellite dish or other device shall be erected or placed on any lot or house.

16. All utilities serving an individual lot shall be run underground at the expense of each individual lot owner.

17. Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade shall be carried on upon any tract, except that home occupations of professional persons, such as lawyers, doctors, dentists or engineers shall be permitted.

18. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages for breach of any covenant or restriction set forth herein. Failure 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 the same.

19. SEVERABILITY: Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

20. DURATION: These provisions are to run with the lots and shall be binding on all parties owning the lots and all persons claiming under them for a period of 30 years from the date these restrictions are recorded, after which said time, said covenants shall be automatically extended for additional periods of 10 years each, unless an instrument signed by three-fourths of the then owners of the similarly restricted lots has been recorded in which it is agreed otherwise.

21. UTILITIES: The conveyance of all lots is made and accepted subject to any easements and/or rights of way that may have been granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities, or as shown on the recorded plat of Old Orchard Estates.

22. HOMEOWNERS' ASSOCIATION: The private road (Mary Lee Lane) within said restricted property as shown on the survey hereinabove referenced is presently a private road and the maintenance of the same shall be the responsibility of the developer and the individual lot owners until such time as all lots have been sold which border the road. During this initial period, the cost of road maintenance shall be prorated among the developer and the individual lot owners on a prorata basis, i.e., if one lot is sold, the developer shall be responsible for 8/9ths of the road maintenance, and the individual lot owner shall be responsible for 1/9th, and as each individual lot is sold, each individual lot owner shall be responsible for 1/9th of the road maintenance, thus, reducing the responsibility of the developer. The developer shall arrange for road maintenance until such time as the nine lots have been sold. At such time as all lots are sold, which border the road, the road will be maintained on the same prorata basis by an owners' association to be formed by the individual lot owners, said association to be known as "Old Orchard Property Owners' Association." All lots, which have a lot line on Mary Lee Lane, will share in the cost of maintenance to include the two lots, which also has a border with Joe Pruitt Road. Lots which only border Joe Pruitt Road will become members of the Old Orchard Property Owners' Association with one vote assigned to each lot, but will not share in the cost of road maintenance, but share equally in all other Association costs. The developer and individual lot owners shall automatically become a member of the association, and there shall be one vote assigned to the owner of each of the lots of the subdivision in the business matters of the association. Annually, the association shall elect a president and a secretary/treasurer who shall be charged with the responsibility of assessing what and

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when maintenance is necessary to the roads, and for arranging for said maintenance to be completed. The cost of said maintenance shall be prorated among the developer and individual lot owners as specified hereinabove, and the failure of the developer and/or any applicable individual lot owner to pay his/her prorated share of the road maintenance cost shall be grounds for the association to place a lien against the property of the developer or the non-paying lot owner for the developer's and/or non-paying lot owner's prorata share of the road maintenance.

IN WITNESS WHEREOF, the developer has caused this instrument to be signed in its corporate name by its duly authorized officers, and its seal to be affixed hereto by authority of its Board of Directors, this _____ day of June, 1999.

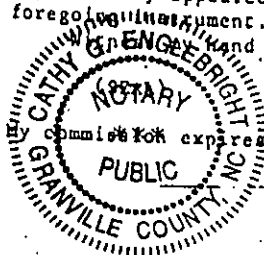
Ralph A. & Mary Lee Currin Heirs Estate July 12 1999
BY: S. Taylor Currin
Administrator of Estate

BY: _____

BY: _____

BY: _____

STATE OF North Carolina, COUNTY OF Granville
I, Cathy G Englebright, a Notary Public of the above named State and County, do hereby certify that S. Taylor Currin Administrator of Estate, Ralph A & Mary Lee Currin Heirs Estate personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



and official seal, this the 12 day of July, 1999.
Cathy G Englebright
Notary Public

My commission expires: 10/31/99

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Cathy G Englebright

a Notary Public

is certified to be correct. This instrument was presented for registration and filed in this office in Book 786

Page 520. This 12th day of July, 1999 at 4:56 o'clock P.M.

Rathun C. Lewis Register of Deeds

By Betsy C. Beach
Deputy/Assistant