

BOOK 659 PAGE 48

NORTH CAROLINA

GRANVILLE COUNTY

RESTRICTIVE COVENANTS FOR
MITCHELL ACRES SUBDIVISION
(PHASE I)

KNOW ALL MEN BY THESE PRESENT:

That Harold L. Mitchell and wife, Peggy W. Mitchell, owners and developers of the hereinafter described lands to be known as Mitchell Acres Subdivision, Phase I, (hereinafter occasionally referred to as "Grantor") do hereby covenant and agree to and with all persons, firms, and corporations 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:

BEING all those certain lots or parcels of land situate on the north side of N.C. #96 in Brassfield Township, Granville County, North Carolina, shown and designated as Lots 1-14, and Lots 78-79 on that certain plat and survey of Ben L. Bryan, P.A., dated April 6, 1994, and entitled "Survey for Major Subdivision Mitchell Acres", of record in Plat Book 16, page 102, Granville County Registry.

1. The purpose of these covenants is to provide a uniform plan of development for the subdivision and to enhance the value of each lot therein. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, 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. If the parties hereto, or their heirs, successors 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 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 of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. All lots in said subdivision as shown on said plat shall be known, used, and described as residential lots only and no part of said lots shall be used for any type of

ROYSTER, ROYSTER
& CROSS
ATTORNEYS AT LAW
OXFORD, N. C.

See to Cathy Whisenand Jan. 1, 2020 C. Atty's 11-10-94

business or store. No structure shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling, except one storage building which is of the same or similar construction as the residence located on said lot.

5. None of the lots as shown on said recorded plat shall be re-subdivided 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 sale would result in a violation of paragraph 9 below.

6. 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. However, a lot owner shall be able to have a small business office within his or her residential dwelling if such office and related business will not create an annoyance or nuisance to the neighborhood.

7. 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.

8. All single story and ranch dwellings shall have a minimum of 1250-square feet of heated area. All one and one-half story dwellings shall have a minimum heated area of 1400 square feet. All two story dwellings shall have a minimum heated area of 1500 square feet. In computing the amount of heated area, porches, breeze-ways, steps, garages, carports, basements, and walk-up attics shall not be included.

9. All homes constructed shall be at least fifty (50) feet from the front property line and shall be located no closer than fifteen (15) feet from the side property line and twenty-five (25) feet from the rear property line. Corner lot requirements shall conform to a fifty (50) foot setback on the front and a thirty (30) foot setback on the side closest to the intersecting street.

10. Grantor, being the owner and developer herein named, shall have the right to waive minor violations of these restrictive covenants, vis a vis setbacks and minimum square footage of residential dwellings. A minor violation shall be defined as a variance of 10% or less from the stated setback or minimum square footage requirements herein.

11. 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. However, an entrance sign to the subdivision or a sign erected by the Grantor to advertise the sale of subdivision lots shall not be prohibited.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept 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. There shall be no burning of trash in the subdivision. Garbage and refuse must be picked up and disposed of at least once a week.

13. 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.

14. 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.

15. The Grantor reserves an easement of ten (10) feet in width along the rear property line, and (5) five feet along the side property line and 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 or shown on any recorded plat are also reserved.

16. No building, fence, sidewalk, wall, drive or other structure or 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 be been approved in writing by the Grantor, their survivor, heirs, assigns or duly appointed agent (hereinafter referred to collectively as "Grantor"). Refusal and approval of plans, location, specifications and color schemes may be based by the Grantor upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled

discretion of the Grantor shall seem sufficient. No alterations may be made in such plans after approval except and with the written consent of the Grantor or their agent. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Grantor or their agent. One copy of all plans, specifications and related data shall be furnished to the Grantor for their records.

17. All driveways will be paved with concrete for a minimum distance of twenty (20) feet extending from the paved portion of the existing roadway onto the lot. All walks will be surfaced with either asphalt, concrete, flagstone, brick or similar all weather material. Each drive and walk must be approved pursuant to paragraph 16 above.

18. 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 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 is prohibited. Absolutely no vehicles, boats or other type of personal property shall be placed in front of the residence with a "For Sale" sign upon it or any other such sign or information which might indicate that the property is for sale.

19. 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.

20. Nothing herein shall restrict or prevent the Grantor, their heirs, successors or assigns, from using any of the said lots as an access easement to and from Mitchell Acres Subdivision, Phase I, and any extension of Mitchell Acres Subdivision or any adjoining subdivision.

21. During construction of the dwelling or during construction of any other approved structures, any damage, including mud clods and debris, caused by such construction must immediately be cleaned up or repaired by the party causing it. During construction, each lot owner shall have a gravel area of at least 30 feet in length leading from the street, as the

BOOK 659 PAGE 52

entrance to the lot, in order to prevent mud and other debris from being tracked onto the street. The cost of repairs for damages to the street or to other properties of the development caused by the owner or his contractors or suppliers shall be paid by the owner. The owner shall also be responsible for relandscaping the front of any lot damaged during construction.

22. Grantor reserve the right to use Lots 1, 2, 3, 4, 74, 75, 76, 77, and 79 of Mitchell Acres and any other property located 30 feet beyond the northern right of way of North Carolina Highway 96 or on both sides of Landmark Drive for subdivision fencing, landscaping, or entrance way.

23. No boats, camper units or motor homes whatsoever may be kept in the front yard of a residential dwelling located in the subdivision.

24. No fencing shall be installed except upon the approval of the Grantor. Satellite dishes can only be located behind the residential dwelling and must have a screening wall built on the roadside and behind the dish if such location is visible to the general public.

25. No animal of any kind may be raised, bred, or kept on any lot for hobby or for commercial purposes. No animal of any kind may be kept, housed, or regularly fed in the subdivision other than dogs, cats, horses, and other household animals, as are normally found in a residential neighborhood. Any pens, housing or other premises used by animals should be cleaned on a regular basis. Approved animals shall be penned or on a leash and shall not be allowed to roam the neighborhood.

26. Any hobbies regularly conducted on the premises shall be done inside. Any outside hobbies, such as car repair, boat building, woodworking, those with electrical tools and similar projects shall not be allowed. A separate building for hobbies, detached from the dwelling, shall be constructed only with approval from the Grantor. If a detached building is mainly for a hobby, the Grantor will consider the type of hobby before approving or disapproving the building request.

27. No motorbikes, go-carts, or three and four wheel recreational vehicles shall be operated on lots in the subdivision or on any street in the subdivision. Any other type of motor vehicle or machinery that produces excessively loud noise shall likewise not be allowed in the subdivision. Also, there shall be no yard sales on the lots or streets in the subdivision unless first approved in writing by Grantor.

28. The type, style and site location of each mailbox post and newspaper tubes shall be first approved in writing by the grantor, their survivor, heirs, assigns or duly appointed agent. The lot owner shall be responsible for the replacement of broken mailboxes and posts. Upon request, Grantor shall provide lot owner with information regarding the replacement of same.

29. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining property owners in the subdivision.

30. Some of the lots in Mitchell Acres Subdivision will be served by private roads as shown on the subdivision plats. The private roads have been dedicated for use by all lot owners in the subdivision. There is hereby created a Mitchell Acres Homeowners' Association for the purpose of establishing rules and regulations governing use of the roads and for the maintenance and upkeep of the same, to provide lighting of streets and roads, to enforce the Restrictive Covenants for the subdivision, and to make and enforce rules governing the use of any common areas which may be designated on the subdivision maps. Each of the owners of the lots in the subdivision shall be deemed a member of the Homeowners' 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 Owner. Thereafter, the date and time for annual meetings shall be fixed by the Board of Directors. At each annual meeting there shall be elected a Board of Directors for the association consisting of at least 5 members, and the Board of Directors so elected shall operate the association. Street lighting is a part of road maintenance and shall be provided and paid for by the Homeowners' Association. Pending the first annual meeting, a temporary Board of Directors may be appointed by Grantor to serve until their successors are duly elected. The temporary Board of Directors, in addition to providing for interim road maintenance, shall prepare and present a proposed set of bylaws for the association at the first annual meeting. Grantor shall render technical assistance in preparing the proposed bylaws.

The costs of any repairs and maintenance contracted by the Board of Directors of the association and the costs of street lighting, if applicable, and the costs of maintaining the common areas shall be assessed equally to all lots in the subdivision. Any sums levied by

BOOK 659 PAGE 54

the association that remain unpaid shall become a lien against the member's lot, subordinate only to ad valorem taxes and mortgage liens, and may be collected by the association through a civil action instituted for such purpose. In addition thereto and if applicable, the failure to pay such road assessments when due shall constitute an event of default in the outstanding purchase money note and deed of trust held on such lot by Grantor.

Pending the first annual meeting of the Association and to provide initial funds for road maintenance, each lot shall be assessed a monthly maintenance fee to be determined by Grantor beginning the first day of the month following the date of conveyance of title, and continuing on the same day of each month thereafter. Maintenance fees shall be paid directly to the association. All maintenance fees collected by Mitchell Acres Homeowners' Association shall be set aside and held in trust for the use and benefit of the Homeowners' Association and shall be paid to it on demand.

IN WITNESS WHEREOF, Grantors have set their hand and seal, this the

7th day of November, 1994.

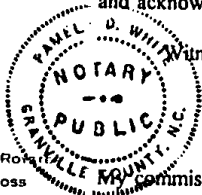
Harold L. Mitchell (SEAL)
Harold L. Mitchell

Peggy W. Mitchell (SEAL)
Peggy W. Mitchell

NORTH CAROLINA
GRANVILLE COUNTY

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that Harold L. Mitchell and wife, Peggy W. Mitchell, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 7th day of November, 1994.



ROYSTER, ROY
& CROSS
ATTORNEYS AT LAW
OXFORD, N. C.

Commission expires: 10-8-96

Pamela D. White
Notary Public
STATE OF NORTH CAROLINA, GRANVILLE COUNTY
The foregoing certificate of Pamela D. White,
a Notary Public,
is certified to be correct.
This instrument was presented for registration and filed in
this office in Book 659 Page 54
This 7th day of Nov, 1994
at 5:55 o'clock PM in
Shirley E. Ford
Register of Deeds
By Kathleen C. Cress
Assistant/Deputy

2000