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Fee Amt: \$23.00 Page 1 of 4
Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK **1265** PG **918-921**

PREPARED BY AND HOLD FOR: NATHAN M. GARREN.

NORTH CAROLINA
PROTECTIVE COVENANTS FOR GREEN HILL ESTATES
GRANVILLE COUNTY

This declaration of protective covenants made this 25th day of April, 2008, by Phyllis Liner and Janet Bacon, hereinafter collectively called Declarant.

WITNESSETH:

Whereas, Declarant is the owner of the real property described below and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

Now, therefore, Declarant does hereby declare that the following described real property located in Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth. This real property is described as follows:

Being all of Lots 1 through 7, Green Hill Estates, as shown on that plat recorded in Plat Book 36, Page 175, Granville County Registry.

1. All lots will be used for residential purposes only. Each lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling with or without garage not to exceed two and one half stories in height. Accessory buildings, including but not limited to detached garages, shops and storage buildings, and swimming pools shall be permitted if sited on the lot behind the dwelling. No modular or manufactured homes shall be permitted.

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2. All dwellings shall have a heated, enclosed ground floor area of at least 1400 square feet, not including basements, porches, screened porches, garages, carports or stoops.

3. No dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right of way) than 50 feet, and no dwelling shall be located less than 15 feet from any side property line, or less than 25 feet from any rear lot line.

4. No dwelling shall be built on or placed on any building site having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having less than 40,000 square feet except that a dwelling may be erected on all building sites as shown on said recorded plat regardless of width at minimum building setback line or area in square feet.

5. All dwellings will have brick skirting or concrete block with stucco finish, except a front porch may have brick piers which are filled in between piers with 2 inch flat lattice made of vinyl, plastic, or fiberglass material white in color or painted to match the exterior paint on the house. The exterior walls of each dwelling and its garage shall be of stone, stucco, brick, wood, hardi board or plank, or vinyl siding. All exterior building surfaces must be harmonious in colors, paint and materials in relation to the surrounding structures. All dwellings shall comply with county building ordinances.

6. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a residence if there is not client or customer traffic to the office. Use of property shall comply with all county zoning requirements.

7. No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any building site any time as a residence, either temporarily or permanently. No trailer or mobile home shall be placed on any building site covered by these covenants. No inoperable or unlicensed vehicles may be left on any building site.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless these are in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except

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for those improvements for which a public authority or utility company is responsible. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. The number of dogs shall be limited to three for any one lot. Further, owners shall not have any household pets which have a dangerous nature that would threaten other person or persons in the neighborhood. Owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other lot owners. All outside dogs must be fenced using traditional materials or invisible fencing. Notwithstanding, the Declarant in their sole discretion may allow horse(s) to be kept on Lot 7 according to those terms and conditions to be promulgated by the Declarant.

10. No lot or portion shall be dedicated or used for a public street.

11. No lot in the subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner from splitting a lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot smaller, so long as the smaller lot has at least 40,000 square feet in area and 100 feet of road frontage. Notwithstanding, Lot 7 may be subdivided if said subdivision complies with county subdivision ordinances.

12. These Protective Covenants are subject to being altered, modified, or changed at any time by the Declarant so long as it shall own one or more lots in the subdivision; or, when Declarant shall no longer own a lot, by the owners of sixty five percent or more of the lots in the subdivision. Such changes shall be in writing signed by Declarant, or, if by lot owners, by the necessary number of them, and duly recorded in the proper county registry.

13. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.

14. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

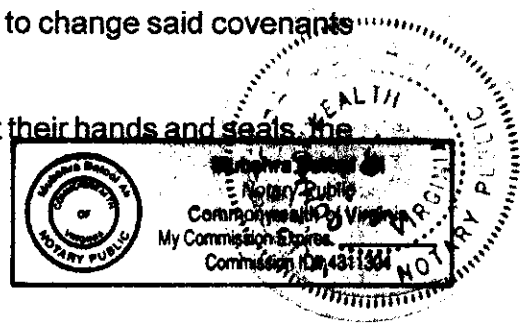
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date that they are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then

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owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

IN WITNESS THEREOF, DECLARANT has hereunto set their hands and seals, the day and year first written above.

Phyllis J. Liner (SEAL)
Phyllis Liner



Janet A. Bacon (SEAL)
Janet Bacon

STATE OF Virginia
COUNTY OF Stafford

I, Melinda Botsford, a Notary Public of the County and State aforesaid, certify that Phyllis Liner, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of April, 2008.

Melinda Botsford
Notary Public

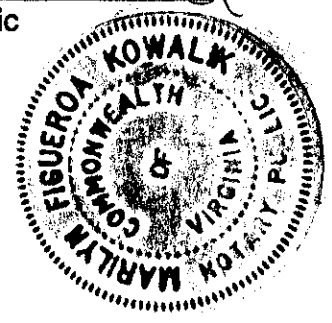
My Commission Expires: MY COMMISSION EXPIRES JUNE 30, 2010

city
STATE OF Virginia
COUNTY OF Newport News

I, Marilyn Kowalk, a Notary Public of the County and State aforesaid, certify that Janet Bacon, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24th day of April, 2008.

Marilyn Kowalk #359139
Notary Public

My Commission Expires: My Commission Expires February 28, 2009




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Recorded: 03/31/2015 at 04:43:42 PM
Fee Amt: \$26.00 Page 1 of 3
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK **1544** PG **219-221**

PREPARED BY AND HOLD FOR: NATHAN M. GARREN.

NORTH CAROLINA

**AMENDMENT TO PROTECTIVE COVENANTS
FOR GREEN HILL ESTATES - MODULAR HOMES**

GRANVILLE COUNTY

This amendment to the protective covenants for Green Hill Estates is made this _____ day of May, 2012, by Phyllis Liner and Janet Bacon, hereinafter collectively called Declarant.

WITNESSETH:

Whereas, Declarant subjected the lots in the subdivision known as Green Hill Estates to certain protective covenants recorded in Book 1265, Page 918, Granville County Registry as amended in Book 1430, Page 326, Granville County Registry; and

Whereas, Declarant is desirous of amending said protective covenants; and

Whereas, Declarant still owns one or more lots subject to said covenants.

Now, therefore, Declarant does hereby amend Paragraph 1 of said protective covenants so as to reinstate the prohibition of modular homes being placed on existing vacant lots.

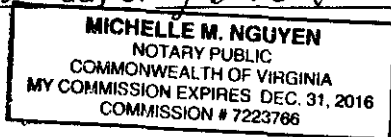
In witness thereof, the Declarant has hereunto set their hands and seals, the day and year first written above.

Phyllis G. Liner (SEAL)
Phyllis Liner

_____(SEAL)
Janet Bacon

STATE OF Virginia
COUNTY OF Fairfax

I, Michelle M. Nguyen, a Notary Public of the County and State aforesaid, certify that Phyllis Liner, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20 day of March, 2015.



[Signature]
Notary Public

My Commission Expires: 12/31/2016

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that Janet Bacon, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

In witness thereof, the Declarant has hereunto set their hands and seals, the day and year first written above.

_____(SEAL)
Phyllis Liner

Janet A. Bacon (SEAL)
Janet Bacon

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that Phyllis Liner, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 2015.

My Commission Expires: _____

Notary Public

STATE OF Virginia
COUNTY OF Deepest News

Marlyn Figueroa Kowalik a Notary Public of the County and State aforesaid, certify that Janet Bacon, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of March, 2015.

My Commission Expires: Feb 28 2017

Notary Public

