

Book Page
0751 0467

NORTH CAROLINA
GRANVILLE COUNTY

PROTECTIVE COVENANTS AND EASEMENTS OF

NEW CASTLE SUBDIVISION

THIS DECLARATION, made this the 30th day of June, 1998 by EVANS ROAD ASSOCIATES, a North Carolina General Partnership, hereinafter called Declarant.

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants and easements hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants and easements set forth below.

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants and easements set forth in the Articles of this Declaration is located in the County of Granville, State of North Carolina, and is more particularly described as follows:

BEING Lots 3 thru 43 of NEW CASTLE SUBDIVISION
according to Plat Book 22, Page 33, Granville County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to the following covenants and easements:

1. All of the provisions, requirements and restrictions hereinafter set forth shall be construed as covenants running with the land and binding upon the parties hereto and their respective heirs, successors and assigns; it being the purpose and intent hereof that such provisions, requirements and restrictions shall inure to the benefit and advantage of the owners of any lot or parcel of land in New Castle Subdivision, and that the same may be enforced and violations thereof may be restrained by any such owner or owners.

For Addendum Declaration see Sp. 153, Pg. 709.
 Mailed to: Julie W. Wright, 6604 Big Lake Rd, Suite 104, Raleigh, NC 27615 7-9-98

Book Page
0751 0468

2. No failure or neglect on the part of any owner of the land embraced in said New Castle Subdivision to demand or insist upon the observance of any such provisions, requirements or restrictions or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation or operate as an estoppel to restrain a continuance thereof; but any such provisions, requirements or restrictions may be enforced at any time notwithstanding violations thereof may have been suffered or permitted at some prior time. Nor shall a waiver of any such provisions, requirements or restrictions in any particular be deemed a waiver of any other default, whether of the same or of a different nature.

3. No animals of any kind shall be kept on any lot except those household animals normally found in a residential neighborhood. Any pens or housing used by the animals shall be regularly cleaned. Approved animals shall be penned or on a leash and shall not be allowed to roam. There shall be no commercial raising of animals. No more than three (3) pets shall be allowed per household. In addition, one pony shall be allowed on lots 1.5 acre or more.

4. No junked or disabled automobiles shall be allowed to remain on any lot.

5. Each lot owner shall keep their lot free of tall grass, undergrowth, dead trees, trash, and rubbish. Each lot shall be maintained so as to present a neat appearance.

6. All garbage shall be stored in receptacles which are picked up and disposed of weekly. Receptacles shall be placed out of sight of the subdivision street and shall be screened.

7. All lots shall be used for single family residential purposes exclusively. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the property owners in the subdivision. No motorbikes, go-carts, or three or 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 is excessively loud is also prohibited.

8. No incomplete structure, outbuilding, tent or camper unit shall be used as a residence on these lots, either temporarily or permanently.

9. Declarant reserves the right to subject the real property in this subdivision to a contract with Wake Electric Membership Corp. for the installation of underground electric cable and/or the installation of street lighting, either or both of which may require a continuing monthly payment to Wake Electric Membership Corp. by the owner or owners of each lot, and the liability of each owner shall be computed on a prorata basis.

10. All dwellings, mobile homes, driveways, buildings, mailboxes, driveway pipe and fencing must be approved by the Declarant or assign, prior to being placed on the lot. All mobile units must have a foundation of a material and color approved by the

BK 1168PG0929,

Book
0807 Page
0231FRANKLIN COUNTY NC 03/07/2000
\$234.00Real Estate
Excise TaxFILED
GRANVILLE COUNTY
03/20/2000 11:29 AM
KATHRYN CHENE WIZANT
Register Of DeedsKAY S. HUNT
REGISTER OF DEEDS
FRANKLIN COUNTY, NCFILED
DATE March 7, 2000
TIME 10:30 A.M.
BOOK 1168
PAGE 929-930

Excise Tax \$234.00

NO INDEX - NEW NC
RE USE OF INDEX

Record as Time, Book and Page

Tax Lot No. 46191 314

Parent Identifier No. _____

Verified by _____ County on the _____ day of _____
by _____

Mail after recording to WARREN, PERRY & ANTHONY, P.L.L.C., 343 South White Street, Wake Forest, NC 27587

This instrument was prepared by WARREN, PERRY & ANTHONY, P.L.L.C., 343 South White Street, Wake Forest, NC 27587

Brief description for the index

LPM, New Castle

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 1st day of March 2000 by and between

GRANTOR

GRANTEE

Hammock North Carolina, Inc.

Keith B. Rutter, unmarried

15 Cane Circle

Franklin NC 27525

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____ Franklin & Granville Township,
Franklin & Granville County, North Carolina and more particularly described as follows:

Being all of Lot 26 of New Castle Subdivision as shown on Book of Maps 1998, Page 213, Franklin County Registry and in Book of Maps 22, Page 33, Granville County Registry.

mailed 3-9-00

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Book
0807 Page
0232

BK 1168 PG 0930

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1164, Page 227, Franklin
County; Book 801, Page 563, Granville County

A map showing the above described property is recorded in Plat Book 1998 page 21

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

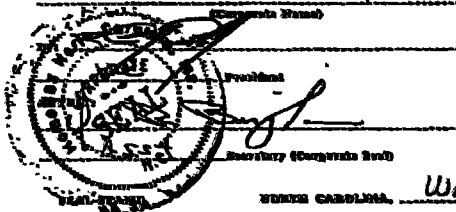
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

- A. Sub set to Restrictive Covenants recorded in Book 1160, Page 186 and amended in Book 1110, Page 663, Franklin County Registry and in Book 731, Page 467 and amended in Book 733, Page 789, Granville County Registry.
- B. Sub set to the Right of Way of Wake Electric Membership Corporation recorded in Book 1088, Page 306, Franklin County Registry and in Book 1072, Page 920, Granville County Registry.
- C. Sub set to the Right of Way of Department of Transportation recorded in Book 574, Page 526, Granville County Registry.
- D. Subject to the Right of Way of Wake Electric Membership Corporation recorded in Book 713, Page 721, Franklin County Registry and in Book 733, Page 147, Granville County Registry.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in his corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this day and year first above written.

Homenet North Carolina, Inc.



USE BLACK INK ONLY

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that L. Curtis McCaskill
personally appeared before me this day and acknowledged the execution of the foregoing instrument, without any
hand and official stamp or seal, this 1st day of March 2000
My commission expires 6-11-2001 Danna Sparks Notary Public



NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Dana R. Bingham
personally came before me this day and acknowledged that he is Asst. Secretary of
Homenet North Carolina, Inc. a North Carolina corporation, and that by authority duly
given and to the act of the corporation, the foregoing instrument was signed to his name by its Asst.
President, sealed with its corporate seal and attested by Asst. Secretary,
without my hand and official stamp or seal, this 1st day of March 2000
My commission expires 6-11-2001 Danna Sparks Notary Public

NORTH CAROLINA, FRANKLIN COUNTY

The foregoing Certificate of Danna Sparks, a Notary Public

Before certifying to be correct, this instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Kay S. Hunt KAYS HUNT BOOKER OF DEEDS FOR Franklin COUNTY
By CAROLYN COLON Deputy/Assistant - Register of Deeds

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing Certificate of Danna Sparks

is certified to be correct. This instrument was presented for registration and filed in this office in Book 807
Page 231 this 20th day of March 2000 at 11:29 o'clock A.M.
Anthony Danna Sparks Register of Deeds By George E. Kelly Deputy/Assistant

*Return to Julie Knight
16604 Six Oaks Rd. Lot 107
Raleigh, NC 27615* *Book 0753 Page 0709*

mailed 7-29-98

NORTH CAROLINA
GRANVILLE COUNTY

ADDENDUM TO PROTECTIVE COVENANTS AND EASEMENTS
OF
NEW CASTLE SUBDIVISION

This Declaration made this 20th day of July, 1998 by EVANS ROAD ASSOCIATES, a North Carolina General Partnership, hereinafter called Declarant.

WHEREAS, Declarant is owner of real property, being Lots 3 through 43 of New Castle Subdivision according to Plat Book 22, Page 39, Granville County Registry and Plat Book 1998, Page 213, Franklin County Registry, which lots have been subjected to Protective Covenants recorded in Book 751 Page 0467, Granville County Registry and Book 1109, Page 0186 Franklin County Registry. Declarant now desires to add the following covenant to those covenants already recorded:

- A. During placement of the dwelling or during construction of any structures, any damage caused by such placement or construction to the street or any other subdivision properties by the owner or his sub-contractors shall be the responsibility of the lot owner. In this regard, the lot owner shall be responsible for payment sufficient to correct any damage to the subdivision properties or streets. Prior to the creation of the Homeowner's Association, the Declarant shall be allowed to bring an action against the lot owner to require the lot owner to correct the damage and shall be entitled to recover reasonable attorney fees and enforcement of this provision. After the creation of the Homeowner's Association, as hereinafter mandated, the Homeowner's Association and or Declarant may bring said action to enforce. When all lots in the subdivision are sold, the Homeowner's Association shall be empowered to take action against the lot owner for damage done to subdivision properties.
- B. During construction, there shall be a gravel area at the entrance to each lot. The purpose of this gravel area is to prevent mud and other debris from being tracked into the street.
- C. All utility lines within the Subdivision shall be routed underground.
- D. Lot 3 shall be subject to a Subdivision entrance monument and plants. When Phase 1 of the Subdivision is 75% complete, a Homeowner's Association shall be formed by the lot owners which will be responsible for the maintenance of the entrance and collecting assessments and paying for the entrance maintenance. Each lot owner shall be required to pay their proportional share of the cost of said maintenance.

Book Page
0753 0710

THESE ADDITIONAL COVENANTS and RESTRICTIONS are to run with the land and shall be binding on all parties and all persons subject to them for a period of twenty years from the date the covenants are recorded after which said covenants shall automatically be extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole and in part.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

EVANS ROAD ASSOCIATES,
a North Carolina General Partnership
Wayne Lowery, Partner (SEAL)
Wayne Lowery, Partner

Julie Wright, Partner (SEAL)
Julie Wright, Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Carole Fiddley, a notary public of the County and State aforesaid, certify that Wayne Lowery, Partner and Julie Wright, Partner, of Evans Road Associates, a N.C. General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Witness my hand and office seal, this the 21st day of July, 1998

My commission expires 11-14-01. Carole Fiddley
Notary Public

STATE OF NORTH CAROLINA, WAKE COUNTY
The foregoing certificate of Carole Fiddley
a Notary Public
is certified to be correct. This instrument was recorded by
expedited and filed in the office of the Register of Deeds
on 7/23/98 at 1:00 PM.
Register of Deeds Walter C. Brown
By Walter C. Brown, Notary Public

\$10.00