

MAILED TO:

mailed 6/24/91
A. Douglas Locklear
553 Creedmoor, N.C. 27522

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CUB CREEK SUBDIVISION
S.R. 1145 (HOBGOOD ROAD)
GRANVILLE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That A. Douglas Locklear and Judy P. Locklear, owners of the hereinafter described tract or parcel of land, do hereby covenant and agree to with all persons, firms, and corporations which may hereafter purchase, acquire, or lease any lot or parcel of land in the property hereinafter described; that the following Restrictive Covenants shall be applicable to said property during the term hereinafter set forth:

PROPERTY DESCRIPTION

Being all of 14 lots, Cub Creek Subdivision, Walnut Grove Township, Granville County, North Carolina as shown on a plat and survey by James R. Wilson, R.L.S., P.O. Box 455, Creedmoor, N.C. 27522, dated JUNE 3, 1991, and recorded in Plat Book 13, Page 135, Granville County, N.C. Registry.

1:

These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until (Date) 01-01-2001, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of these persons then owning a majority of said lots it is agreed to change said Covenants in whole or in part.

2.

If any parties hereto, or any of them or their heirs, 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 or other dues for such violations. Invalidation of any one of these Covenants by Judgement or Court Order shall in no way affect any of the other Covenants or provisions, which shall remain in full force and effect.

3.

No lot shall be used except for residential purposes, single family residence.

4.

Any accessory buildings will have to be approved by the developer. All customary out-buildings will have to be built as permanent, meaning either masonry foundation or slab. The only exceptions will be a gazebo, sand box, or swing. Accessory buildings shall be of same construction as residence.

5.

No lot may be subdivided by purchasers. Developer/owner is the only one that can approve this change.

6.

No raising of livestock on lots 2 thru 14, as lot 1 is a non-conforming lot. Limited numbers of domesticated pets such as dogs or cats may be kept on the homesite under reasonable regulations of control and sanitation, and further provided they do not become a nuisance to other owners in the development. Also, further provided that they are not kept, bred, or maintained for any commercial purposes.

7.

Any home shall be of not less than 1300⁺sq. ft. of heated space and shall be on a permanent masonry foundation.

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8.

~~No mobile homes, single wide, double wide, or modular on a steel frame with axles and wheels will be allowed.~~ However, modular homes not on steel rails or metal beams will be allowed as well as site built and log homes.

9.

No signs allowed for business purposes or otherwise, shall be allowed except for one sign of not more than 6 square ft. advertising the property for sale, or a sign used by the builder to advertise the property during construction and sales period.

10.

No lot shall be used for dumping of trash or rubbish. Garbage, trash, and other waste shall be kept in sanitary containers.

11.

Grass and weeds are to be kept down and cut on all lots to prevent unsightly conditions. This is the obligation of the owner and is to be done at his or her own expense. The Association may charge a fee if after a 2nd notice within 10 days there has been no response.

12.

All homes are to be constructed with materials to blend with the setting. Also, style will play a part in this. All plans have to be approved by A. Douglas Locklear before pulling a building permit. No cement or cinder blocks shall be exposed above the ground without some type of finish on it.

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13.

No unused, unlicensed, or abandoned vehicles will be allowed on any lots 1 thru 14. This prevents an unsightly view to anyone coming into the subdivision. However, if someone has an old vehicle to be restored, or kept as a keepsake or collectible, it may be kept inside a garage built on that lot.

14.

No obnoxious or offensive activities shall be conducted on any lot, causing a disturbance among other property owners.

15.

All owners shall comply to any and all County laws and ordinances as well as State and Federal laws.

16.

There will be an Association dues to be paid by each property owner on lots 2 thru 14. (This will be defined in full detail in the agreement for road maintenance.) Lot #1 will not have to comply to this particular Covenant. This is a non-conforming lot. The owners hereinafter of lot #1 will not be allowed to have access from the road known as Lock's Lane. Access to this lot will be from S.R. 1145 (Hobgood Road) only. Therefore, no Association dues will be charged on Lot #1.

In testimony whereof, A. Douglas Locklear and Judy P. Locklear, have executed these Restrictive Covenants, this 22ND day of JUNE, 1994.

A. Douglas Locklear (Seal)
A. Douglas Locklear (DEVELOPER)

Judy P. Locklear (Seal)
Judy P. Locklear (DEVELOPER)

Cyrus Aubrey Stribling
(PURCHASER)

Deborah M. Sutton
(PURCHASER)

STATE OF North Carolina, COUNTY OF Granville

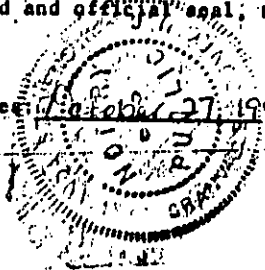
I, Manda Stevens, a Notary Public of the above named State and County, do hereby certify that A Douglas Locklear, Developer & Gregory P. Freeman, Developer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 22nd day of June, 1994.

(SEAL)

My commission expires: October 27, 1997

Manda Stevens
Notary Public



STATE OF North Carolina, COUNTY OF Granville

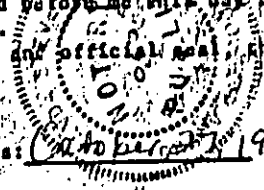
I, Manda Stevens, a Notary Public of the above named State and County, do hereby certify that Cyrus Aubrey Sexton, Jr., Purchaser & Deborah M. Sexton, Purchaser personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 22nd day of June, 1994.

(SEAL)

My commission expires: October 27, 1997

Manda Stevens
Notary Public



STATE OF NORTH CAROLINA, GRANVILLE COUNTY
The foregoing certificate of Manda Stevens

of Granville County, N.C. a Notary Public is certified to be correct. This instrument was presented for registration and filed in this office in Book 651 Page 691. This 22nd day of June, 1994 at 4:10 o'clock P.M.
Register of Deeds Barney P. Reid
By _____ Assistant/Deputy

16⁰⁰

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