

PROTECTIVE COVENANTS FOR DEVELOPMENT

OF
CERTAIN LOTS

IN
TWELVE OAKS SUBDIVISION

VANCE COUNTY, N. C.
FILED FOR RECORD

JUL 22 4 13 PM '83

SARAH H. HALE
REGISTER OF DEEDS

PART A - PREAMBLE

A-1 EFFECTIVE DATE. These protective covenants shall be effective from the date that the same are recorded in the office of the Register of Deeds of Vance County, North Carolina.

A-2 OWNERS. Edwin T. White and wife, Violet G. White, and Billy E. White and wife, Rebecca B. White, owners of the after described property, for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of homeowners who buy or build homes in said development, covenant to and with the present or future homeowners in the following described area as follows:

All lots located in the Twelve Oaks Subdivision being a subdivision of property described in Book 575 at Page 491, Vance County Registry.

PART B - AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C shall apply to all lots in the above description.

PART C - RESIDENTIAL AREA COVENANTS

C-1 The above described lot of land shall be used for residential purposes only; no crop allotment shall pass with this property and the parties of the second part agree to sign any and all documents required by any branch of the government to effect this.

C-2 The above lot herein conveyed shall not be subdivided without the written consent of the parties of the first part, their heirs, assigns or devisees.

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C-3 No dwelling may be erected, altered, placed or permitted to remain on the herein conveyed lot other than one detached single family dwelling (and garage) or duplex residence.

C-4 No dwelling may be erected, altered placed or permitted to remain on any lot within the subdivision until such time as the owners, their heirs, successors or assigns shall have approved in writing the plans and specifications of said dwelling provided however that said approval shall not be unreasonably withheld.

C-5 No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or placed on the property herein conveyed closer than twenty (20) feet from the side lines and back lines of said property nor closer than forty (40) feet from the right of way of the road granting access to said lot.

C-6 No building shall be permitted on any lot which has a ground floor area of the main structure, exclusive of one story, open porches and garages, of less than 700 square feet for a one story dwelling and not less than 700 square feet for a dwelling of more than one story.

C-7 No structure of a temporary character, including basements, tents, shacks, garages, barns or other outbuildings shall be used on any building lot at any time as a residence, either temporarily or permanently.

C-8 Mobile homes, modular homes and double wide mobile homes which meet with the square footage requirements set forth hereinabove will be permitted, provided however that any such home must be set on a permanent foundation with the perimeter to be enclosed. In the event that the perimeter of said home is enclosed by the use of skirting of the type normally used with mobile homes or modular housing, said skirting shall be erected in a first class workmanlike manner and shall be maintained in an attractive condition.

C-9 No animals, livestock, or poultry of any kind shall be raised or bred on the herein conveyed lot, except that dogs, cats or any other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

C-10 No part of the property herein conveyed 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-11 No water supply system for human consumption or sewage disposal system shall be permitted on the lot herein conveyed unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance County Health Department and North Carolina State Board of Health.

C-12 No noxious or offensive activity shall be carried on upon the herein conveyed lot, nor shall anything be done on the lot herein conveyed which may be or may become an annoyance or a nuisance to the other properties now owned by the parties of the first part or to the neighborhood.

C-13 No vehicles including but not limited to automobiles, trucks, buses, motorcycles and boats shall be allowed to remain on any lot within the subdivision unless the same is in working condition, it being the intention of the grantor that no junk vehicles be suffered within the subdivision.

PART D - GENERAL PROVISIONS

D-1 TERM. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the above described lots has been recorded, agreeing to change said covenants in whole or in part.

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D-2 ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages.

D-3 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Edwin T. White and wife, Violet G. White, and Billy E. White and wife, Rebecca B. White, have hereunto set their hands and seals this the 22 day of July, 1983.

Edwin T. White (SEAL)
Edwin T. White

Violet G. White (SEAL)
Violet G. White

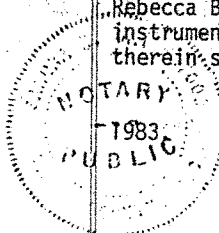
Billy E. White (SEAL)
Billy E. White

Rebecca B. White (SEAL)
Rebecca B. White

NORTH CAROLINA

COUNTY OF WANCE

I, Sandra K. Catherwood, a Notary Public of the County and State aforesaid, do hereby certify that on this day personally appeared before me, Edwin T. White and wife, Violet G. White and Billy E. White and wife, Rebecca B. White, signers and sealers of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.



Witness my hand and notarial seal, this the 22 day of July.

Sandra K. Catherwood
Notary Public

My commission expires: 11/12/85

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NORTH CAROLINA
VANCE COUNTY

AMENDMENT TO PROTECTIVE COVENANTS FOR
DEVELOPMENT OF CERTAIN LOTS IN TWELVE
OAKS SUBDIVISION

The undersigned being the owners and developers of lots located in Twelve Oaks Subdivision do hereby amend Protective Covenants recorded in Book 576, at page 575, Vance County Registry to read as follows:

C.4. No dwelling, outbuilding or other structure may be erected, altered, placed or permitted to remain on any lot within the subdivision until such time as the owners, their heirs, successors or assigns shall have approved in writing the plans and specifications of said dwelling provided however, that said approval shall not be unreasonably withheld.

C.7. No structure of a temporary character including basements, tents, shacks, garages, barns or other outbuildings shall be used on any building lot at any time as a residence either temporarily or permanently. Provided further that no structure on any building or lot shall at any time be used or maintained so as to amount to or create a nuisance, unsanitary condition, or be maintained in such manner as to be contrary to the aesthetic nature of the development.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals this the 28th day of September 1984.

Edwin T. White (SEAL)
Edwin T. White

Violet G. White (SEAL)
Violet G. White

Billy E. White (SEAL)
Billy E. White

Rebecca B. White (SEAL)
Rebecca B. White

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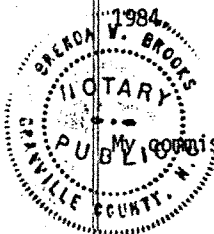
BOOK 590 PAGE 322

NORTH CAROLINA

COUNTY OF Granville

I, Brenda W. Brooks, a Notary Public of the county and state aforesaid, do hereby certify that on this day personally appeared before me, Edwin T. White and wife, Violet G. White, Billy E. White and wife, Rebecca B. White, signers and sealers of the foregoing and hereto annexed instrument and acknowledged the due execution of the same for the purposes therein set forth.

Witness my hand and notarial seal, this the 1st day of October,



Brenda W. Brooks
Notary Public

My commission expires: 4-20-87

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Brenda W. Brooks, Notary Public of Granville County, N. C., is certified to be correct. This instrument was presented for registration and recorded in this office in Book 590, Page 321.

This 11 day of October, 1984, at 3:52 o'clock P. M.

SARAH H. HALE, REGISTER OF DEEDS

BY: Willie Mae Clements
Deputy Register of Deeds

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CATHERWOOD
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