

2-b-95
Mail after recording to:
Warren, Perry, Anthony & Cook, P.L.L.C.
P.O. Box 1187
Wake Forest, NC 27588

BOOK 663 PAGE 639

PROTECTIVE COVENANTS FOR EVANS RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that O. R. Dew, John E. Wooten, Jr., Thomas R. Ellis and Shirley S. Wooten do hereby covenant and agree with all persons, firms and corporations hereafter acquiring any of the property described as follows:

Being all of lots 1 through 16 of Evans Ridge Subdivision, Brassfield Township, Granville County, North Carolina, as shown on plat recorded in Plat Book 13 at pg. 184, Granville County Registry, that all said lots are hereby subjected to the following restrictive covenants as to the use thereof, which restrictive covenants shall run with the property, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All lots shall be used for single family residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, not to exceed two and one-half (2-1/2) stories in height, a private garage, and other outbuildings incidental to residential use of the lot.
2. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 1096 square feet or may not be less than 1200 square feet for a 2 or 2-1/2 story dwelling.
3. BUILDING SETBACKS: HOUSE LOCATION. No building shall be erected or maintained on any lot nearer than 35 feet from the front property line, 30 feet from a side lot line abutting a street or 20 feet from any other side or rear property line. Any dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts.
4. FENCES. No fence or wall shall be erected on any lot closer to the street the dwelling faces than the front face of the dwelling located on each lot. Chain-link or either metal fencing is not permitted, except that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivision must be an "open fence", i.e., one in which the openings through which clear vision is possible from one side to the other on a horizontal plane occupy at least fifty percent (50%) of the side area of the fence or wall and must meet all requirements of the zoning ordinance of Granville County. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any lot or lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to the subdivision.
5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently.

6. PARKING, DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. No mobile house trailer (whether on or off wheels), vehicle or enclosed body, of the type which may be placed on or attached to a vehicle (known generally as "campers"), commercial vehicle of any kind, or boat or boat trailer shall be parked on any street. No tractor trailer trucks or cabs shall be parked on any street or lot within the subdivision. Vehicles shall not be parked or stored on any part of the lot not improved for that purposes, i.e., garage, driveway, carport or parking pad.

7. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. Lots containing 80,000 square feet or more shall be permitted the right to keep a horse or pony as a pet due to the size of each lot; however, at no time shall there be more than two (2) horses or ponies kept or maintained per lot and the appropriate fencing in accordance with these covenants and restrictions must be in place.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any lot unless permitted by Granville County Planning Department.

9. MAILBOXES. A mailbox approved by the Declarant will be provided and installed by the builder of the dwelling on each lot. No mailbox shall be placed or maintained on any lot that does not conform in size, detail, and color to those originally provided by such builder.

10. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable

time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public street free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.

11. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved areas prior to the end of the day on which pickup occurs.

12. SATELLITE DISK. No satellite disk or any other type antenna shall be erected on any lot except behind the main structure and such location and design shall be approved according to the requirements specified under Section 13 of these covenants (architectural control).

13. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, mailbox or other structure shall be commenced, erected, maintained or altered upon any lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of Dew and Wooten Partnership (hereinafter "Board of Directors"), or by an architectural committee composed of three (3) or more persons appointed by the Board of Directors. The Board of Directors may retain the services of a residential designer to review plans and specifications submitted pursuant to this paragraph. Prior to commencement of construction of the initial house on each lot, the review and approval of the plans and specifications set out herein shall be by the Declarant. If the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. The Board of Directors shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Nothing herein shall be construed to permit interference with the development of the lots by Declarant in accordance with its general plan of development. Any approval of plans and specifications by the Board

of Directors shall not constitute or be construed as an approval by the Board of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

14. EXTERIOR MAINTENANCE. The owner of each lot shall maintain the grounds and improvements situated on his lot including, but not limited to, plantings, landscaping and lawns at all times in a neat and attractive manner. Upon the owner's failure to do so, the Board may, at its option, after approval by a majority vote of the Board of Directors, and after giving the owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut and have dead trees, shrubs and plants removed from such lot and replaced; and may have any portion of the lot resodded or landscaped and all expenses incurred by the Board for such work shall be a lien and charge obligation of the then-owner of such lot.

Upon an owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Board may, at its option, after approval by a majority vote of the Board of Directors and after giving the owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance of such structure in a reasonable and workmanlike manner. The cost of any work performed by the Board upon the owner's failure to do so shall be immediately due and owing from the then-owner of the lot on which the work was performed and shall constitute an assessment against the lot and the personal obligation of such owner, collectible in a lump sum, and secured by the lien against the lot as herein provided.

15. UTILITY AND DRAINAGE BASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and/or maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a lot shall be maintained continuously by the owner of such lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots by the recording of appropriate instruments in the Granville County Registry and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the

rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision and/or storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the aforementioned purposes.

Declarant reserves the right to subject the real property in this subdivision to a contract with Wake Electric Membership Corporation 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 Corporation by the owner or owners of each lot, and each liability shall be computed on a prorata basis.

16. SUBDIVISION OF LOTS. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat except by and with the written consent of the Declarant.

17. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

18. SEVERABILITY. Invalidation of any one or more 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.

19. TERM. These covenants shall run and bind the land and all owners thereof for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless altered by an instrument signed by the then-owners of not less than seventy-five percent (75%) of the lots.

DECLARANT. Nothing contained in these Restrictive Covenants shall be construed to permit interference with the development of the lots by Declarant so long as said development follows the general plan of development previously approved by Granville County and the Federal Housing Administration and/or Veterans Administration. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

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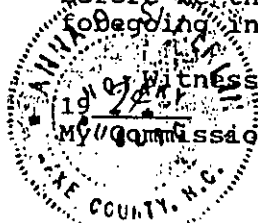
IN WITNESS WHEREOF, Declarant and the Builder have caused this instrument to be executed as of the 4 day of January, 1995

O. R. Dew
~~PARTNER~~
Thomas R. Ellis
BUILDER
John E. Wooten, Jr.
~~PARTNER~~
Shirley S. Wooten
~~PARTNER~~

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Anna D. Sumner, Notary Public, do hereby certify that John E. Wooten, Jr. & Shirley S. Wooten personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

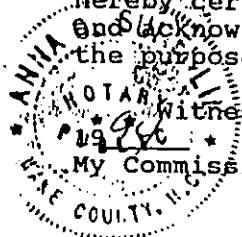


Witness my hand and notarial seal this 9th day of December
My Commission Expires: 10-16-99
Anna D. Sumner
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Anna D. Sumner, Notary Public, do hereby certify that O. R. Dew personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

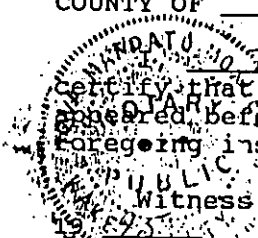


Witness my hand and notarial seal this 9th day of December
My Commission Expires: 10-16-99
Anna D. Sumner
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Joni Miranda Miley, Notary Public, do hereby certify that THOMAS R. ELLIS, Builder personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.



Witness my hand and notarial seal this 4th day of January
My Commission Expires: 3-15-99
Joni Miranda Miley
Notary Public

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate(s) of Anna C. Dummerlin & Joni Mandato
Moxley, Notaries Public of Wake County, NC

(are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Granville County, N. C., in Book 663, Page 639.

This 3rd day of February, A. D., 1995 at 2:48 o'clock P. M.
Recorded and verified: Shirley E. Ford By Becky C. Gooch
Register of Deeds Ass/Dputy Register of Deeds
\$20.00 Rec. Fees \$ _____ Stamps _____