

NORTH CAROLINA

GRANVILLE COUNTY

**RABBIT HOLLOW SUBDIVISION
RESTRICTIVE COVENANTS AND
PRIVATE DRIVEWAY MAINTENANCE PROVISIONS**

KNOW ALL MEN BY THESE PRESENTS that New Branch Home and Land Co., (hereinafter "Declarant"), owner of the following described tract or parcel of land, known as Rabbit Hollow Subdivision, does hereby covenant, declare and agree with all persons, firms and corporations which may hereafter purchase, acquire, or lease any of the lots or parcels of land identified as Lots 1 through 10, Rabbit Hollow Subdivision (the "property") and hereinafter described, that the restrictive covenants, maintenance provisions and reservations of easements contained herein shall be applicable to said property and run with the land and be binding on said property during the term hereinafter set forth. The property is described as follows:

All those certain tracts or parcels of land situate in Oak Hill Township, Granville County, North Carolina, consisting of Tracts 1 through 10, according to plat of record by Jim Morrow, R.L.S., dated May 29, 1998, in Plat Book 22, Page 22, Granville County Registry, (and any subsequent subdivision thereof), including Tracts 1-A and 1-B, according to plat of record by Jim Morrow, R.L.S., dated June 3, 1998 of record in Plat Book 22, Page 36, Granville County Registry, Tracts 6-A and 6-B, according to plat of record by Jim Morrow, R.L.S., dated May 29, 1998 and of record in Plat Book 22, Page 37, Granville County Registry and Tracts 8-A and 8-B according to plat of record by Jim Morrow, R.L.S., dated June 3, 1998 and recorded in Plat Book 22, Page 38, Granville County Registry, to which reference is made for a more particular description thereof.

These restrictions and covenants are to run with the land and shall be binding on all lot purchasers and on all parties and persons claiming under them until May 1, 2025 at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless by the written consent of the owners of more than eighty (80) per cent of the lots covered by these restrictions, it is agreed to change said restrictions in whole or in part. The private driveway maintenance provisions of the subdivision shall apply to Tracts 5, 6-A, 6-B, 7, 8-A, 9 and 10 only, under the same terms as described above.

BUILDING AND USE LIMITATIONS

1. No swine shall be allowed on any lot herein.

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2. No junk or scrap materials shall be kept or stored on any lot herein. In addition, no unlicensed vehicles shall be allowed to remain on any lot for more than thirty days unless housed in an appropriate shed.

3. All mobile homes and modular homes shall be ten years old or newer at the time of installation unless specifically authorized by the Declarant in writing prior to installation.

4. No vehicular parking shall be allowed on any easements for Tracts 5, 6-A, 6-B, 7, 8-A, 9 and 10 as the same appears on the plat of Rabbit Hollow Subdivision.

5. All sheds shall be positioned on lots according to Granville County Regulations and shall be composed of standard, attractive building materials.

6. Each owner of Tracts 5, 6-A, 6-B, 7, 8-A, 9 and 10 by virtue of the acceptance of a deed to the lot, agrees to become a member of the property owners association known as Rabbit Hollow Subdivision Property Owners Association. The owner or owners of each lot will have one vote and the association will have the power to levy reasonable annual assessments for the purpose of maintaining the private driveway easements in Rabbit Hollow Subdivision in the manner and form hereinafter provided in the section entitled Private Driveway Maintenance Provisions. The Declarant as owner is considered an association member for each lot owned but is not responsible for any share of private driveway maintenance expenses.

7. Notwithstanding any other provision herein, the owners of lots 5 through 8 may withdraw from said owners association and cease paying private driveway maintenance fees as set out herein when they obtain legal authority from the North Carolina Department of Transportation to extend their driveways directly into SR 1325 and they cease using all the private driveway easements in said subdivision.

8. No further subdivision of any tract shall be allowed.

EASEMENTS

Each lot in Rabbit Hollow Subdivision shall be subject to a strip or parcel of land fifteen (15) feet in width extending along the entire private driveway front or street front property line of each lot and extending along the entire inside and outside property lines of each lot for the installation and maintenance of utilities.

Declarant does hereby reserve a perpetual non-exclusive right of ingress, egress and regress, over and across Tracts 5, 6-A, 6-B, 7, 8-A, 9 and 10 and described as follows:

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PRIVATE DRIVEWAY MAINTENANCE PROVISIONS

Unless the private driveway easements in Rabbit Hollow Subdivision are being maintained as part of the public road system of the State of North Carolina, or continuing until such time as said easements may be maintained as a part of the public road system, the following provisions shall only apply to

Tracts 5, 6-A, 6-B, 7, 8-A, 9, and 10:

1. Tracts 5, 6-A, 6-B, 7, 8-A, 9, and 10 shall share, on an equal pro rata basis, all costs associated with the maintenance and repair of the private easements until such time, if ever, that said private driveway easements are accepted by the State for maintenance. Each lot shall be liable for a 1/7 share of the costs of any such maintenance or repair.

2. The Rabbit Hollow Subdivision Property Owners' Association shall be authorized to determine the needs for private driveway maintenance and repair, and contract for such services on behalf of the landowners. Such determinations by the Association shall be made by proper majority vote of the Association.

3. Any damage to the private driveway that is the result of the negligence or willful act of an owner or his agent, servant, or employees, shall be the sole responsibility of said lot owner. Said lot owner agrees to perform any such repairs at his own expense within a reasonable time, but not in excess of 30 days after written notice of such damages shall have been sent to him from the Declarant or Rabbit Hollow Subdivision Property Owners' Association.

GENERAL PROVISIONS

Section 1. Right to Change.

Notwithstanding any other provision of these Restrictive Covenants and Private Driveway Maintenance Provisions, these covenants and restrictions may be changed, repealed, or modified at any time, by unanimous consent of all of the then record owners in Rabbit Hollow Subdivision evidenced by an agreement executed by all of said then record owners recorded in the Granville County Registry. However, the right of way easements of any public utility companies and any body or agency maintaining the private driveways in said subdivision may be changed only with the consent of said company, companies, body or agency.

Section 2. Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person, firm or corporation violating or attempting to violate any covenant or restriction, either

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to restrain violation or to recover damages. Failure of the Declarant, its successors or assigns, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its name and corporate seal on the date written below.

NEW BRANCH HOME AND LAND CO.

BY:

Mark Fielding Darden
Mark Fielding Darden, President



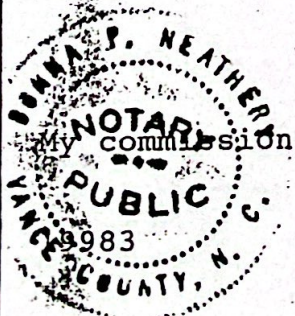
Beth J. Darden, Secretary

NORTH CAROLINA
GRANVILLE COUNTY

This is to certify that on the 14th day of July 1998, before me personally came Beth J. Darden, who being by me duly sworn, says that she is the Secretary of New Branch Home and Land Co., and that Mark Fielding Darden is the President of New Branch Home and Land Co., the corporation described in and which executed the foregoing instrument; that she knows the common seal of said corporation; that the seal affixed to the foregoing instrument is the common seal, and the name of the corporation was subscribed thereto by Mark Fielding Darden, President, and that said President and Secretary subscribed their names thereto and the common seal was affixed, all by order of the board of directors of said corporation, and that the said instrument is the act and deed of the corporation.

Witness my hand and official seal, this the 14th day of July, 1998.

Donna P. Heatherly
Notary Public



My commission expires: 11-23-2001