

PREPARED BY AND HOLD FOR: John K. Cook, Attorney
WARREN, PERRY, ANTHONY AND COOK, P.L.L.C.
Post Office Box 1187
Wake Forest, NC 27588-1107

↑
mailed 9-30-94

NORTH CAROLINA
GRANVILLE COUNTY

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made this 23rd day of September 1994, by MARK A. MORRIS and wife, FARZIN A. MORRIS, hereinafter called OWNER, of Granville County, North Carolina;

W I T N E S S E T H:

WHEREAS, OWNERS are the owner of the real property described below and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

NOW, THEREFORE, OWNERS hereby declare that the following described real property located in Brassfield Township, Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth. This real property is described as follows:

Being all of that real property described as Tracts 3 and 4 according to that Plat entitled "Survey for Mark A. Morris", dated 10 May 1994, a copy of which is recorded in Plat Book 15, Page 199, Granville County Registry.

All lots will be used for residential purposes only, and each lot shall constitute a building site, except as subdivided in accordance with Granville County Planning Department. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two and one half stories in height. More than one lot may be used as one building site if approved in writing by Owner, or such other person designated by Owner.

No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a residence if there is not

client or customer traffic to the office.

No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, or shack, shall be used on any building site any time as a residence, either temporarily or permanently. No trailer or mobile home shall be placed on any building site covered by these covenants.

No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats, other household pets, horses, or cattle may be kept, provided that they are not bred or maintained for any commercial purposes. Owners with dogs, cats, other household pets, horses, or cattle will be responsible for their animals and will insure that they are not a nuisance to other lot owners.

No lot or portion shall be dedicated or used for a public street.

Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision. All boats, travel trailers and campers shall be kept behind the owners' residence. No inoperable vehicles of any kind shall be located on any lot.

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

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

twenty five years from the date of these covenants are recorded, after which time said covenants shall be automatically 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 or in part.

IN WITNESS WHEREOF, OWNERS have hereunto set their hands and seals, this the 23rd day of September, 1994.

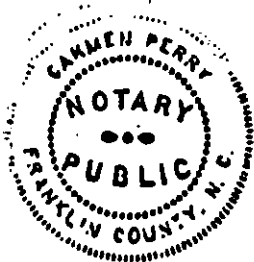
Mark A. Morris
MARK A. MORRIS
Farzin A. Morris
FARZIN A. MORRIS

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that MARK A. MORRIS and wife, FARZIN A. MORRIS, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of September, 1994.

Carmen Perry
NOTARY PUBLIC: MY COMMISSION EXPIRES: 1-14-98



STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Carmen Perry, a Notary Public of Franklin County, NC, is certified to be correct. This instrument was presented for registration and filed in this office in Book 656 Page 763. This 27th day of September, 1994 at 2:35 o'clock P. M. Register of Deeds Shirley E. Ford By Becky C. Reed Assistant/Deputy

1200

11