

BOOK 267 PAGE 512

This instrument prepared by
THOMAS L. CURRIN, Attorney-at-Law

NORTH CAROLINA

GRANVILLE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL BY THESE PRESENTS that OXFORD ESTATES ASSOCIATES, a North Carolina Partnership, owner and developer, does hereby covenant and agree to and with all persons, firms and corporations which may hereafter purchase, acquire or lease any lot or parcel of land in the property known as "OXFORD ESTATES, LOTS NUMBER 1 THROUGH NUMBER 22 INCLUSIVE", which said property has been surveyed and platted into building lots by B & B Consultants, Inc., Engineers and Land Surveyors, which plat, dated 6-22-87, is recorded in Plat Book 11, page 3, of the Public Registry of Granville County, to which reference is made for its detailed description as though the same were incorporated and described herein.

THESE COVENANTS are to run with the land and shall be binding on all persons, firms and corporations claiming under them until December 31, 2002, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then legal owners of the lots in "OXFORD ESTATES" it is agreed to change said Covenants in whole or in part in which case said vote shall be manifested by the execution of an agreement to modify said Covenants executed by a majority of said lot owners, recorded in the Office of the Register of Deeds of Granville County and indexed under Oxford Estates as Grantor.

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Del John W. Watson, Jr., Atty 10-22-87

If the parties hereto or any of them, or their heirs, assigns, or successors, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons, firms or corporations owning any real property situate in said property, development or subdivision to prosecute any proceedings at law or in equity against the person, persons, firms or corporations violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages for such violation, including reasonable attorney's fees for the prosecution of said action.

Invalidation of any one of the Covenants herein provided either by Judgment or Court Order shall in no way effect any of the other Covenant provisions which shall remain in full force and effect.

A. LAND USE AND BUILDING TYPE: No lot or parcel of land in this subdivision, development or section shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any of the said lots other than one detached single family dwelling not to exceed two and a half stories of standing height and a private garage for not more than two cars as hereinafter noted.

Every dwelling shall be constructed on site by methods which produce structures commonly known in the building trade as "stick built" homes. No residence of a pre-fabricated nature constructed elsewhere may be located upon any lot. Among improvements restricted, this restriction is specifically

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intended to exclude the placement of "double wide" and other mobile homes in this subdivision.

B. DWELLING COSTS, QUALITY AND SIZE: No dwelling is to have less than nine hundred seventy (970) square feet exclusive of porches, carports, steps, stoops and breezeways; provided, nevertheless, that in the event of a two-story dwelling the ground floor area of the main structure, exclusive of open porches, garages, stoops, steps and breezeways, shall be not less than eight hundred (800) square feet. It is the intention and purpose of these restrictions to assure every owner of a lot in this development, subdivision or section that all dwellings shall be of a quality, design, workmanship and materials substantially the same or better than those first three (3) residences constructed by the developer.

C. BUILDING LOCATION: No building shall be located nearer to the front line than thirty (30) feet. No dwelling shall be located less than fifteen (15) feet from the side lines.

D. LOT AREA: No dwelling shall be erected on any lot having an area of less than fifteen thousand (15,000) square feet.

E. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved to the said developer, its successors, assigns and its duly authorized agents or representatives as shown on the recorded plat and also over, across and upon ten (10) feet in the front and ten (10) feet in the rear of each lot, said easement across

the rear and front of said lots to be thirty (30) feet in width during periods of construction and installation.

F. NUISANCES: No noxious or offensive or unlawful activity or trade including but not limited to the servicing or repair of vehicles shall be carried on upon any lot nor shall anything be done which may be or may become any annoyance or nuisance to the neighborhood.

No detached storage building or garage shall be erected or placed on any lot in a location visible from the street faced by the principal residence except and unless constructed with an exterior surface of a material and color matching the residence situate thereon.

No business activity, trade or profession shall be conducted on any lot and no request or application shall be filed with the United States Department of Agriculture or any unit thereof for the establishment or creation of any lot or parcel of land as a farm unit or for the qualification of crop allotments or agricultural payments thereunder.

No truck having a load capacity larger than three-fourths (3/4) ton, or tractors, excepting yard tractors, may be stored or customarily or regularly parked on any lot except in enclosed garages.

No vegetable garden may be grown in any front yard or in the side yard closer than twenty (20) feet to the adjoining property line or street right-of-way.

No gasoline or fuel supply tank or pump shall be installed above ground in the front yard of any lot or in side

yard of any lot in such a manner as to be visible from the street upon which the lot faces.

No swine, poultry, livestock or cattle shall be kept on the land herein described, and no enclosure, pen, house or stable for the same shall be erected and maintained on said land. No animals shall be bred or raised on the land herein described for commercial purposes.

Household pets may be maintained only to the extent that they are subject to the immediate control of the owner whenever they are not enclosed within a building or fence and to the extent that said pets do not disturb any other lot owner in the subdivision through loud or continuous barking or other offensive activity.

G. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No mobile, or camper-type trailer or home, whether it has lost its initial character by any alteration or change by the use of any type of home foundation or exterior finish shall be erected on any lot. No detached garage or building of any kind other than the main dwelling shall be used for human habitation. However, the housing of a domestic servant of the occupant of the main dwelling in facilities appurtenant to a detached garage shall not be prohibited.

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IN TESTIMONY WHEREOF, the said OXFORD ESTATES ASSOCIATES, a North Carolina Partnership, has caused these

presents to be signed by its Managing General Partner this the 12th
 _____ day of October, 1987.

OXFORD ESTATES ASSOCIATES

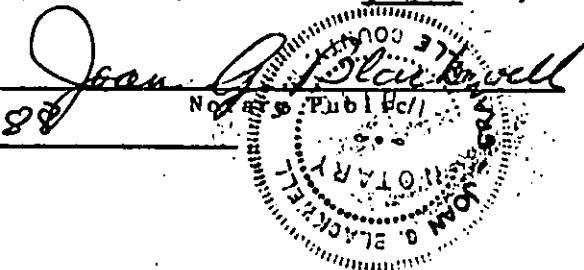
Edward A. Bosch (SEAL)
 Edward A. Bosch
 Managing General Partner

STATE OF NORTH CAROLINA

Granville COUNTY

I, a Notary Public of the County and State aforesaid,
 certify that Edward A. Bosch, Managing General Partner of Oxford
 Estates Associates, personally appeared before me this day and
 acknowledged the due execution of the foregoing instrument.
 Witness my hand and official stamp or seal, this the 12th day
 of October, 1987.

My commission expires: 2-14-88



STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of

Joan G. Blackwell Notary Public of Granville County

is (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 267, Page 517

This 12th day of October, A. D. 19 87 at 2:55 o'clock P. M.

Recorded and verified:

By

Asst. Register of Deeds
 Stamps

\$ 16.00

Rec. Fees \$

Joan G. Blackwell
 Register of Deeds

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