

THIS INSTRUMENT PREPARED BY: JOHN H. PIKE, ATTORNEY AT LAW

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NORTH CAROLINA  
GRANVILLE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That JAMES B. WILLETTE, JR. and DONALD W. THOMPSON Trading and Doing Business as Thompson & Willette, owner of the hereinafter described tract or parcel of land, 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 hereinafter described; that the following Restrictive Covenants shall be applicable to said property during the term hereinafter set forth:

The tract or parcel of land which is the subject of these Restrictive Covenants is described as follows:

SEE ATTACHED SCHEDULE "A"

1.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until 1-1-2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of those persons then owning a majority of said lots it is agreed to change said covenants in whole or in part.

2.

If the parties hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, owning any real property situated in said subdivision as shown on said plat to prosecute any proceeding at law or in

JOHN H. PIKE  
ATTORNEY AT LAW  
P.O. BOX 1165  
OXFORD, N.C.

*See to John Pike, atty 5/15/85*

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equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violations. Invalidation of any one 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.

3.

No lot shall be used except for residential purposes, single family residence unless otherwise designated by seller. Any customary accessory buildings may be erected with seller's approval.

4.

No livestock (horses, cattle, swine, or goats) may be kept on any homesite or reserved area, but limited numbers of dogs and cats may be kept on the homesite under reasonable regulations of control and sanitation, provided a fenced pen, neat in appearance is constructed to the rear of home, and further provided they do not become a nuisance to other owners in the development, and further provided that they are not kept, bred or maintained for any commercial purposes.

5.

No mobile home shall be placed on any lot unless the body of the structure shall contain at least 700 square feet; and further that no mobile home be older than 5 years when placed on said lot; and further that such mobile home shall be underpinned or skirted with brick or T-vinyl lock within 90 days of placement on said lot.

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6.

Driveways are to be paved with concrete, asphalt or comparable paving material or at least 4 inches of rock, "crushed and run" and at least twenty feet in width; and there shall be at least a 15 inch reinforced pipe under the driveway at the entrance from the road of such a length as will satisfy state requirements.

7.

All well houses shall be constructed in a workmanlike manner with a minimum area of 4' x 4', of frame or masonry material, and a shingle roof. Such well house shall be completed within 90 days of installation of well.

8.

Decking patios and porches shall be constructed with brick or have a minimum area of 6' x 6' treated lumber material with decorative pickets.

9.

It being the intention of this covenant to prevent unused or abandoned vehicles upon any lot and to prevent the unsightliness of same.

10.

All owners of lots in the above section of Deerfield III shall become members of the Deerfield III Protection Association, which beginning in the calendar year 1988 shall assume and be responsible for the enforcement and approval of all restrictive covenants contained herein as well as Rules and Regulations. They shall also have the right to access dues for the purpose of maintaining the integrity of such community and

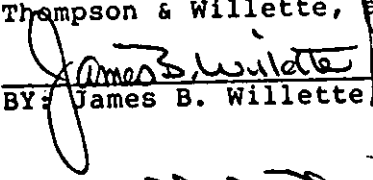
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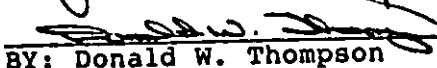
further to collect all sums due for road maintenance until such time as the State Highway Commission shall routinely maintain said roads. Such Protection Association shall be authorized to establish By-Laws and elect Officers and promulgate such rules and regulations as the majority deem fit and appropriate.

11.

No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

IN TESTIMONY WHEREOF, James B. Willette, Jr. and Donald W. Thompson, as partners trading and doing business as Thompson & Willette, have executed these restrictive covenants in the name of the partnership this 29th day of March, 1985.

Thompson & Willette, a partnership  
 (SEAL)  
 BY: James B. Willette, Jr. Partner

 (SEAL)  
 BY: Donald W. Thompson Partner

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**SCHEDULE "A"**

DEERFIELD III, Section 1, Lots 1 through 37 as recorded in Plat Book 9, at page 233, Granville County Registry.

DEERFIELD III, Section 2, Lots 38 through 42 and Lots 44 through 68 as recorded in Plat Book 9, at page 238 Granville County Registry.

DEERFIELD III, Section 3, Lots 70 through 75 as recorded in Plat Book 9, at page 234, Granville County Registry.

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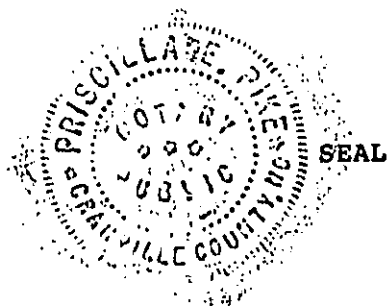
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NORTH CAROLINA

GRANVILLE COUNTY

I, PRISCILLA E. PIKE, a Notary Public in and for the State and County aforesaid, do hereby certify that James B. Willette, Jr. and Donald W. Thompson, partners, trading and doing business as Thompson & Willette, personally appeared before me this day and acknowledged the due execution by them of the foregoing Restrictive Covenants.

Witness my hand and notarial seal, this 24th day of March, 1985.



Priscilla E. Pike  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-22-89

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate(s) of

Priscilla E. Pike, Notary Public of Granville County, N.C.

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 252, Page 669.

This 2nd day ofMayA. D., 1985 at4:00 o'clockP.M.

Recorded and verified:

By

John H. Pike  
Asst. Register of Deeds  
Stamps

John H. Pike  
Register of Deeds

\$ 12.50 Rec. Fees \$

JOHN H. PIKE  
ATTORNEY AT LAW  
P.O. BOX 1165  
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