

MAIL:

J E DAVIS, JR.

Rt 2 Box 27

Yongesville NC 27596 →

BOOK 266 PAGE 287

NORTH CAROLINA
GRANVILLE COUNTY

PROTECTIVE COVENANTS

THESE DECLARATIONS OF PROTECTIVE COVENANTS made this 12 day of August, 1987, by JAMES E. DAVIS, JR. and wife, MILDRED P. DAVIS, hereinafter called OWNERS, of Granville County, North Carolina;

W I T N E S S E T H:

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

NCW, 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 these Protective Covenants.

Being all of Lots 1 through 28 in Sleepy Hollow Subdivision on and off the west side of S. R. #1717, and as shown on Plat entitled "Sleepy Hollow Subdivision", recorded in Plat Book 10, Page 179, Granville County Registry.

1. All one story dwellings shall have a finished ground floor area, exclusive of basements, porches, and garages of 1050 square feet or more. Yards must be seeded and landscaped in front and on each side.

2. No dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right-of-way) than 40 feet, and no dwelling shall be located less than 15 feet from any side property line, or less than 25 feet from any rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site.

3. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may become an 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 that office.

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OXFORD, N. C.

For Amendment to Protective Covenants, see Plat Book 270, Pg. 255.
For Amendment to Protective Covenants, see Plat Book 577, Pg. 1.
See Mayor, See Plat.

4. No shelter of a temporarily or permanent character such as a basement, tent, shack, garage or barn shall be used on any building site at any time as a residence, either temporarily or permanently.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved over the front twenty feet of each side lot and five feet on each side lot line. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction or flow or drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

6. In the event that a dwelling is constructed nearer to the adjacent building site than is permitted by these restrictive covenants, but not nearer than ten feet to such line, such violation may be waived by the execution and recorded in the proper county registry an instrument in writing signed by Owners, and by owners of the adjacent building site on the side on which the violation occurs. Upon the execution and recording of such waiver, said violation shall not be deemed existing.

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

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

9. No lot in this subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner from splitting a lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot small, so long as the smaller lot has at least 40,000 square feet in area and 125 feet of road frontage.

ROYSER, ROYSER
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10. 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.

11. The owners of any building site containing an approval dwelling may erect one outbuilding thereon provided that he first submits plans for such outbuilding to Owners, or to such persons designated by Owners, or designated otherwise as set forth in the preceding paragraph. Such plans shall show the location of the proposed outbuilding, the type of exterior building materials, and the proposed use to be made of the outbuilding. Such plans shall be approved, or shall be deemed to have been approved as provided in the preceding paragraph.

12. 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.

13. 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 be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

14. 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 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.

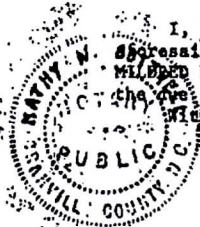
ROYSTER, ROYSTON
& CROSS
ATTORNEYS AT LAW
OXFORD, N. C.

IN WITNESS WHEREOF OWNERS have hereunto set their hands and seals,
this the 12th day of August, 1987.

James E. Davis, Jr. (SEAL)

Mildred P. Davis (SEAL)

NORTH CAROLINA
GRANVILLE COUNTY



I, Kathy W. Cottrell, a Notary Public of the
aforesaid County and State do certify that JAMES E. DAVIS, JR. and wife,
MILDRED P. DAVIS, personally appeared before me this day and acknowledged
the execution of the foregoing instrument.
Witness my hand and notarial seal, this the 12th day of August, 1987.

Kathy W. Cottrell
Notary Public

My commission Expires: 1-12-89

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Kathy W. Cottrell
Notary Public is (and) is 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 266, Page 287.
This 12th day of August, A. D. 19 87 at 3:30 o'clock P. M.
Recorded and verified: By Stanley B. Ford, John S. Mann
\$ 9.50 Rec. Fees \$ Stamps Register of Deeds

ROYSTER, ROYSTER
& CROSS
ATTORNEYS AT LAW
OXFORD, N. C.

Mail to: J. E. Davis, Jr.
P.O. Box 27
Youngville, N.C. 27596

marked 3-14-88
BOOK 270 PAGE 255

NORTH CAROLINA
GRANVILLE COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS

NOW ALL MEN BY THESE PRESENTS that JAMES E. DAVIS, JR. and wife, MILDRED P. DAVIS, LESHER & ASSOCIATES, INC., a North Carolina corporation, and THOMAS R. ELLIS and wife, Prudence N. Ellis, owners of all of the lots shown on plat of record in Plat Book 10, page 179, Granville County Registry, do hereby covenant and agree with all persons, firms and corporations which may hereafter purchase, acquire or lease any of the lots or parcels of land shown on the above referred to plat that the original Restrictive Covenants recorded August 12, 1987, in Deed Book 266, page 287, Granville County Registry shall be amended to read as follows:

Paragraph 1. shall be amended to read as follows: All one-story dwellings shall have a finished ground floor area excluding basements, porches and garages of 1196 square feet or more. Yards must be seeded and landscaped in front and on each side.

An additional covenant to be designated 10(a) shall be added and shall read as follows: A complete set of plans for any dwelling house to be constructed on the lots in this subdivision showing elevations, types of exterior materials to be used and exterior lines must be submitted to James E. Davis, Jr. and wife, Mildred P. Davis, for architectural approval. Architectural approval must be given within thirty days of receipt of plans or they will be considered approved.

IN WITNESS WHEREOF, the individual owners have hereunto set their hands and seals and the corporate owner has caused this instrument to be signed by its President, attested by its Secretary and its corporate seal affixed, all by order of its Board of Directors, this the day and year first above written.

James E. Davis Jr. (SEAL)
James E. Davis, Jr.

Mildred P. Davis (SEAL)
Mildred P. Davis

LESHER & ASSOCIATES, INC.

By: George R. Leshner
President

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& CROSS
ATTORNEYS AT LAW
OXFORD, N. C.



George R. Leshner
Secretary

Thomas R. Ellis (SEAL)
Thomas R. Ellis

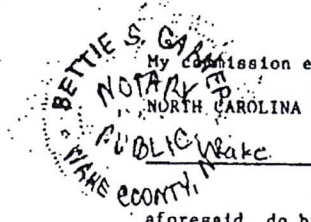
Brinda A. Ellis (SEAL)

NORTH CAROLINA
Wake COUNTY

I, a Notary Public in and for the State and County aforesaid do hereby certify that James E. Davis, Jr. and wife, Mildred P. Davis, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 29th day of February, 1988.

Bettie S. Garner
Notary Public

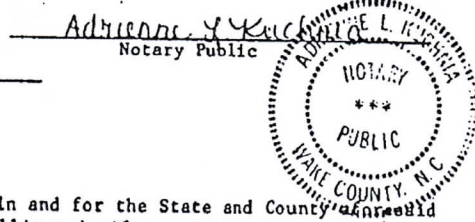


My commission expires: 7-1-89

NORTH CAROLINA
Wake COUNTY

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day personally appeared before me James E. Davis, Jr. and acknowledged that he is Secretary of Leshner & Associates, Inc., and that by authority duly given and as the act of said corporation this foregoing instrument was duly signed in its name by its President, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and Notarial Seal, this the 25th day of February, 1988.



Adrienne L. Kuchnia
Notary Public

My commission expires: 3-11-91

NORTH CAROLINA

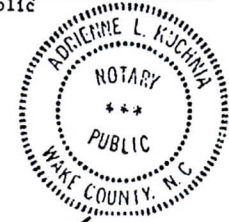
Wake COUNTY

I, a Notary Public in and for the State and County aforesaid do hereby certify that Thomas R. Ellis and wife, Brinda A. Ellis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 25th day of February, 1988.

Adrienne L. Kuchnia
Notary Public

My commission expires: 3-11-91



STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

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& CROSS
ATTORNEYS AT LAW
OXFORD, N. C.

The foregoing certificate(s) of Bettie S. Garner and Adrienne L. Kuchnia, Notaries Public of Wake County, N.C. (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 270, Page 255.

This 29th day of March, A. D., 19 88 at 9:15 o'clock P. M.

Recorded and verified: By Fletcher O. Mann
Asst. Registrar of Deeds
\$ 8.00 Rec. Fees \$ _____ Stamps _____