

NORTH CAROLINA
GRANVILLE COUNTY

Protective Covenants and Reservation
of Easements, Bent Tree Subdivision

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESERVATION OF EASEMENTS made this the 29th day of August, 1995, by JRS FARMS, a Granville County, North Carolina General Partnership, herein called Declarant;

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain real property hereinafter described, and desires to subject said real property to certain Protective Covenants as hereinafter set forth, and further desires to reserve unto itself certain easements in connection with the property;

NOW, THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the Protective Covenants and Reservation of Easements hereafter set out. The real estate which is the subject of these Protective Covenants and Private Road Maintenance Provisions is described as all of the lots shown on all phases of development of Bent Tree Subdivision which are now or which may be hereafter recorded, all of which are portions of two tracts or parcels of land containing a total of 102.77 acres, more or less, situate in Oxford Township, Granville County, North Carolina, particularly described in deed recorded in Book 672, page 89, Granville County, North Carolina Registry.

The Protective Covenants are as follows:

1. No Junk Vehicles:

No inoperable, unlicensed or junk motor vehicles or equipment of any kind may be located on the property.

2. Residential Uses Only:

The property is restricted to use for residential and limited agricultural purposes such as private gardening. Only one dwelling or residence may be located on each lot.

3. Re-Subdivision:

Lots in the subdivision shall not be re-subdivided, except the Declarant reserves the right to adjust the location of the various lot lines as may be necessary to assure the useability of a particular lot or group of lots. Notwithstanding the foregoing, two lot owners may subdivide a lot lying between them, but only one residence shall be located on the combined original lot and the subdivided portion of any lot and adjoining property owners may adjust a common boundary line by the sale or exchange of property by such owners so long as such sale or exchange conforms in all respects with the zoning and subdivision ordinances for Granville County and does not result in the creation of any additional lots.

4. Setbacks:

Property owners shall comply with the building setbacks shown on the recorded plat of the subdivision or the setbacks required by Granville County Ordinances, whichever is the more stringent.

5. Restrictions on Manufactured Housing:

Manufactured housing shall be allowed on the property, provided such housing is less than 7 years of age at the time it is placed on the property, and is fully underskirted

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2000 - To Shelia Durham for JRS 9-7-95

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with masonry, vinyl or other underskirting specifically manufactured for such use. Declarant reserves the right to waive the age requirements for manufactured housing in specific instances where it determines that such proposed housing is compatible with other housing in the subdivision. All waivers shall be in writing and signed by the Declarant prior to placement of the home on the property.

6. Livestock:

No livestock or animals, except horses, may be raised or kept for any purpose, and no hogs shall be permitted on the property. This shall not prevent the keeping of customary household pets.

7. No Incomplete or Junk Structures:

No incomplete or junk type structures shall be permitted on the property, and no camper-type trailer, tents or shacks may be used either temporarily or permanently as a dwelling.

8. Utilities:

Each lot shall have its own well or other approved water source and septic tank or other approved waste disposal system. All water sources and waste disposal systems must comply with the standards set forth by the Granville County Health Department. All trash and garbage must be disposed of by a method approved by the Granville County Health Department or through a duly franchised waste disposal service operating in Granville County. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.

9. Well and Septic Tank Locations:

Locations of wells and septic tanks on individual lots shall be approved by the Declarant (in addition to local health authorities) prior to their installation in order to assure that all lots in the subdivision will have an appropriate location for such utilities.

10. Road Access to Adjoining Property Prohibited:

No lot in the subdivision may be used as a roadway to gain access to property outside the subdivision without the prior written consent of the Declarant.

11. Maintenance of Landscape:

All yards and surrounding landscape shall be kept free of unsightly debris, neatly mowed and maintained at all times.

12. Effective Dates:

These Protective Covenants shall remain in full force and effect and be binding on the property until January 1, 2011, after which time they shall be automatically extended for successive periods of 5 years each, unless by a vote of the majority of lot owners in the subdivision it is agreed to change, modify or abolish the covenants.

13. Part of Land Titles:

These Protective Covenants shall run with and be a part of the title to the property.

14. Reservation of Sign Easement:

Declarant reserves the right to erect and maintain a subdivision sign at the Southwest corner of Lot #8 in compliance with County ordinances.

5. Reservation of Road and Utility Easements:

Declarant reserves the right to grant general utility service easements for electric, telephone and gas service within the subdivision and reserves the right to grant rights of way and easements to the North Carolina Department of Transportation for the construction and maintenance of subdivision roads.

16. Driveway Connections:

All driveways installed from abutting roadways must use a pipe of sufficient size to insure proper drainage, and in any event shall be not less than 15 inches in diameter. All pipe shall meet the specifications of the N. C. Department of Transportation.

IN WITNESS WHEREOF, this instrument has been duly executed by T. S. Royster, Jr., Partner of JRS Farms, signing for the Partnership.

JRS FARMS, a Granville County, N.C.
General Partnership

By: T. S. Royster, Jr. Partner (SEAL)
T. S. Royster, Jr., Partner

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that T. S. Royster, Jr., one of the partners of JRS Farms, a Partnership, 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 August



Peggie R. Strother
Notary Public

My commission expires: 1-21-96

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Peggie R. Strother

a Notary Public

of Granville County, N.C.

is certified to be correct. This instrument was presented for registration and filed in this office in Book 675, Page 189

This 30th day of August 1995 at 9:16 o'clock PM

Register of Deeds Shirley E. Ford

By Bobby C. Dorch Assistant/Deputy

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OXFORD, N. C.

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