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NORTH CAROLINA
GRANVILLE COUNTY

PROTECTIVE COVENANTS OF
RANGEWOOD SUBDIVISION AS SHOWN
IN PLAT BOOK 23, PAGE 73,
GRANVILLE COUNTY REGISTRY

1. **RESIDENTIAL USE:** The above described lots shall be used for single-family residential purposes only. No dwelling may be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and garage. Residential accessory buildings such as storage buildings are permitted so long as the same are used for non-commercial purposes and so long as such structures comply with the terms of these restrictive covenants.
2. **SUBDIVISION:** No lot shall be subdivided without the written consent of the Developer except that two lot owners may subdivide a lot lying between them, but only one single-family residence shall be built on the combined original lot and the subdivided portion of any lot; provided, further, that adjoining lot owners may adjust the common boundary line by the sale or exchange of property so long as such sale or exchange conforms in all respects with the zoning ordinances of Granville County, North Carolina and so long as said sale or exchange conforms with all other provisions of these protective covenants.
3. **ARCHITECTURAL APPROVAL:** No dwelling, building structure, out building, fence, wall or improvement whatsoever (except for interior alterations to existing structure not affecting the external structure or appearance of any improvement on any portion of the lot) shall be constructed on any lot unless and until the plans for such construction have been approved in writing by the Developer.
4. **PLAN APPROVAL:** Approval of the plans by the Developer shall be based upon compliance with the provisions of these restrictions, quality of workmanship and materials, harmony of the external design with the surrounding structures, and any and all such other factors which in the sole opinion of the Developer shall affect the desirability or suitability of the proposed improvement.
5. **SQUARE FOOTAGE REQUIREMENTS:** No plans for a dwelling shall be approved unless the living area of such dwelling, exclusive of open porches and garages, is equal to or greater than 1,600 square feet.

Del. Edmundson & Burnette by Brande Musso 9-29-99
attys.

6. **CONSTRUCTION OF BUILDINGS**: No building structure, outbuilding, or other improvements shall be constructed on the property except by conventional (i.e. "stick-built") or modular construction. No single or double-wide mobile homes are permitted under any circumstances.
7. **PERMITS**: No construction shall be commenced until a building permit has been issued by all appropriate governmental and regulatory authorities. All construction shall comply with all applicable building codes and generally accepted industry standards and building practices.
8. **USES**: No noxious, offensive or unlawful use or activity shall be permitted or carried out upon any of the herein described lots, nor shall anything be done on the lots herein described which may be or may become any annoyance or a nuisance to the neighborhood as the same may be defined under the laws of the State of North Carolina.
9. **ANIMALS**: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets excluding pet pigs and reptiles, may be kept provided: (a) they are not raised, bred or kept for commercial purposes; and (b) they are not or do not become an annoyance or nuisance to the other lot owners.
10. **JUNK AUTOMOBILES**: No inoperable or junk motor vehicle shall be parked on any lot or common area for more than five (5) total days. Violation of this provision may result in the towing and storage of such vehicle at the expense of the automobile owner or lot owner.
11. **IMPERMISSIBLE DWELLINGS**: No trailer, tent, shack, garage, barn, travel trailer or vehicle adapted for overnight occupancy shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of temporary character be used as a residence.
12. **SETBACK REQUIREMENTS**: No building, structure, garage, outbuilding or other buildings shall be located closer than (a) fifty (50) feet from the right of way of Shonele Lane, (b) fifteen (15) feet from any side property line, and (c) twenty-five (25) feet from the rear property line.
13. **GARBAGE**: No part of any lot shall be used or maintained as a dumping ground or disposal site for any rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No accumulation of trash, garbage, rubbish or

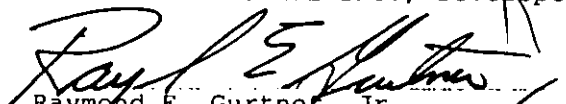
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waste shall be permitted and all lots shall be kept in an orderly and sanitary condition at all times, and generally free of any condition that would decrease the attractiveness of the lot. In the event a lot owner does not maintain said lot as prescribed, the other land owners or Developer shall have the authority to perform said maintenance and assess the lot owner for the same. Lot owners agree to pay said assessment within thirty (30) days of receipt of an invoice for same.

14. **WELL AND SEPTIC SYSTEMS:** No water supply system for human consumption or sewage disposal system shall be permitted on any lot herein described unless the location, construction and design of said system or systems are in full compliance with the requirement standards and recommendations of the Granville County Health Department and the North Carolina State Board of Health.
15. **ROAD MAINTENANCE:** Shonele Lane was designed and built to meet all of the Department of Transportation standards including paving. It will be maintained by the Developer until the road is dedicated to the State, at which time the road will be maintained by the State.
16. **EXPIRATION:** These restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date hereof and cannot be altered or changed prior to that date without the written consent of the Developer, its heirs, assigns, or devisees. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect. The enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

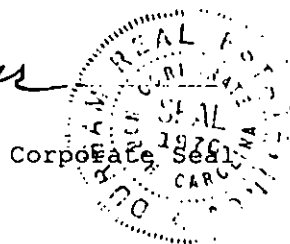
This the 20th day of September, 1999.

DURHAM REAL ESTATE INC., Developer


Raymond E. Gurtner, Jr.
President

ATTEST:


Jean Gurtner
Secretary



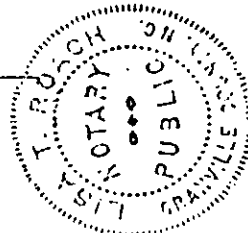
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NORTH CAROLINA
GRANVILLE COUNTY

I, Lisa T. Roach, a Notary Public of the county and state aforesaid do hereby certify that Jean Gurtner personally appeared before me this day and acknowledged that she is the secretary of Durham Real Estate, Inc., a North Carolina corporation, and that, by authority duly given her as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by her as its secretary.

Witness my hand and notarial seal, this the 20th day of September, 1999.

Lisa T. Roach
Notary Public



My commission expires: 12-11-2001

STATE OF NORTH CAROLINA GRANVILLE COUNTY
The foregoing certificate of *Lisa T. Roach*
a Notary Public
is certified to be correct. This instrument was presented for
registration and filed in this office in Book 792 Page 784
This 21st day of Sept 1999 at 11:31 o'clock AM.
Registered Clerk *Robert C. Clemens*
by *Lisa T. Roach* Assistant Clerk

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