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NORTH CAROLINA

GRANVILLE COUNTY

**PROTECTIVE COVENANTS, PRIVATE ROAD MAINTENANCE
PROVISIONS AND RESERVATION OF EASEMENTS FOR
SHELTON HILLS SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, PRIVATE ROAD MAINTENANCE PROVISIONS AND RESERVATION OF EASEMENTS made this the 14th day of August, 1985, by J. W. BLACK, acting through his Attorney-in-Fact, Gertrude S. Black, and GERTRUDE S. BLACK, Individually, herein called Declarants, and JOHN MATTHEW BLACK, and wife, MARGARET J. BLACK, IRVING L. WHITNEY and wife, GLORIA B. WHITNEY, and GRANVILLE CONSTRUCTION CO., INC.;

W I T N E S S E T H:

THAT, WHEREAS, Declarants are the owners of certain real property hereinafter described, and desire to subject said real property to certain Protective Covenants and Private Road Maintenance Provisions as hereinafter set forth, and desire to reserve unto themselves certain drainage and utility service easement in connection with the property and to dedicate certain areas of the real property for recreational purposes; and

WHEREAS, certain portions of the property which the Declarants desire to subject to these provisions have previously been conveyed to third parties, and those parties have agreed to join in this Declaration in order that their respective properties may be included in and subject to these Declarations;

NOW, THEREFORE, the Declarants, with the consent and joinder of the other parties named herein, do hereby declare that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the protective covenants, private road maintenance provisions and easements hereinafter set out. The real estate which is the subject of these declarations are described as Lot Nos. 1 through 7 on map of the lots of J. W. Black, recorded in Mortgage Book 9, page 232, Granville County Registry, and Lots Nos. 8 through 19 as shown on map entitled "Shelton Hills - Phase II", recorded in Map Book 9, page 261, Granville County Registry. For purposes of this declaration, all of the property above described shall be known as "Shelton Hills Subdivision". The Protective Covenants are as follows:

1. No inoperable or junk vehicles or equipment of any kind may be located on the property.
2. The property is restricted for single-family residential houses only and limited agricultural purposes such as private gardening. Only one dwelling or residence may be located on each lot.
3. No hogs or other commercial livestock shall be raised or kept on the property.
4. No mobile homes are permitted on the property.
5. All driveways installed from abutting roadways must use pipe of sufficient size to insure property drainage not less than 15 inches in diameter, and any pipe used shall be of a type approved for use by the N. C. Department of Transportation.
6. 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

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 For Modification of Restrictive Covenants,
 See Bk. 271, Pg. 989.
 Ref. to Granville County Reg. 8-30-85
 For Modification of Restrictive Covenants, See Bk 561, Pg. 150.

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must be disposed of by a method approved by the Granville County Health Department or through a duly franchised waste disposal service located in Granville County. No dumping shall be permitted on the property.

7. Any dwelling constructed upon a lot must contain a minimum of 1100 square feet of floor space, exclusive of carports, porches, decks and roof overhangs. All buildings and other structures must be set back at least 50 feet from the edge of the road right-of-way, and at least 25 feet from the side lot lines. Declarants may waive or adjust this provision in cases wherein such setbacks render the particular lot unusable or works a hardship to the owner.

8. All telephone and electric lines serving the subdivision shall be placed underground.

9. These Protective Covenants shall remain in full force and effect and be binding on the property until August 1, 2005, after which time they shall be automatically extended for successive periods of five years each, unless by a vote of the majority of lot owners in the subdivision and by consent of the Declarants it is agreed to change, modify or abolish the covenants.

10. These Protective Covenants shall run with and be a part of the title to the property, and may be enforced by individual lot owners, the Declarants or the Shelton Hills Property Owners' Association.

Shelton Hills Property Owners' Association

There is hereby created a Shelton Hills Property Owners' Association for the purpose of establishing rules and regulations governing the use of the lots in the subdivision, and for the maintenance and upkeep of the same, to maintain and adopt rules and regulations in connection with the recreational lots in the subdivision, and to enforce the Protective Covenants for the subdivision. Each of the owners of the lots in the subdivision shall be deemed a member of the Property Owners' Association, and shall be entitled to one vote per lot owned in the annual meeting of the association. The first annual meeting of the association shall be held on the first Saturday in August, 1986. Thereafter, the date and time for annual meetings shall be fixed by the board of directors. At each annual meeting, there shall be elected a board of directors for the association consisting of at least 3 members, and the board of directors so elected shall make all decisions concerning the operation of the association. Pending the first annual meeting, a temporary board of directors shall be appointed by the Declarants to serve until their successors are duly elected. The temporary board of directors, in addition to providing for interim road maintenance and maintenance of recreational areas, shall prepare and present a proposed set of by-laws for the association at the first annual meeting. Declarants shall render technical assistance in preparing the proposed by-laws.

Dedication of Recreational Areas

Declarants hereby dedicate to the owners of lots in Shelton Hills Subdivision and later expansions thereof, those two certain lots designated as "Recreational Lots" on map of Shelton Hills Subdivision, Phase II, recorded in Map Book 9, page 261, Granville County Registry. The Shelton Hills Property Owners' Association is charged with the responsibility of maintaining the recreational lots and establishing rules and regulations governing their use.

Private Road Maintenance Provisions

The lots in Shelton Hills Subdivision are served by private roads as shown on the subdivision plat although title to all lots in the subdivision extend to the centerline of the private roads which they adjoin. The roads themselves have been dedicated for use by all lot owners in the subdivision and the general public. The Shelton Hills Property

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Owners' Association has been charged with the responsibility for making repairs to and maintaining the private roads and adopting rules and regulations concerning their use. The costs of any repairs and maintenance contracted by the board of directors of the association shall be assessed equally to all lots of the subdivision. Any sums levied by the association that remain unpaid shall become a lien against the member's lot, subordinate only to ad valorem taxes and mortgage liens, and may be collected by the association through civil action instituted for such purposes. In addition thereto, the failure to pay assessments when due shall constitute an event of default in any outstanding Purchase Money Note and Deed of Trust held on such lot by the Declarants.

Property Owners' Association Fees

Pending the first annual meeting of the Property Owners' Association, and to provide initial funds for road repairs and maintenance of recreational areas, each lot is hereby assessed a fee equal to \$5.00 multiplied by the number of whole months between the date member acquires title to his lot and August 1, 1986, which fee is due and payable to the association at the time of transfer of title. On and after August 1, 1986, annual fees shall be determined by the association's board of directors. Declarants and Granville Construction Co., Inc. shall be exempt from payment of association fees.

Reservation of Utility Easements

Declarants hereby reserve the right to grant general utility service easements to any public utility desiring to provide services of such utilities to the subdivision or any individual lot located in the same. Declarants also reserve surface water drainage easements wherever the same may be necessary for the proper maintenance of roads and drives, and reserve the right to direct water from its natural course to a more suitable course in the subdivision wherever they deem the same to be necessary or desirable.

IN TESTIMONY WHEREOF, the Declarants and other parties have hereunto set their hands and affixed their seals, and the corporate party has caused this instrument to be signed by its President and attested by its Secretary, all by order of its Board of Directors, this the day and year first above written.

J. W. Black (SEAL)
J. W. Black

By: Gertrude S. Black
Gertrude S. Black, Attorney-
in-Fact for J. W. Black

Gertrude S. Black (SEAL)
Gertrude S. Black

John Matthew Black (SEAL)
John Matthew Black

Margaret J. Black (SEAL)
Margaret J. Black

Irving L. Whitney (SEAL)
Irving L. Whitney

Gloria B. Whitney (SEAL)
Gloria B. Whitney

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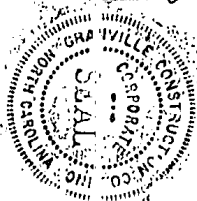
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GRANVILLE CONSTRUCTION CO., INC.

By: *Robert E. Gault*
President

ATTEST:

Linda A. Bassett
Secretary



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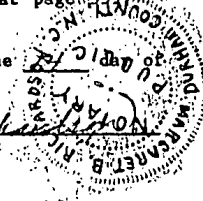
GRANVILLE COUNTY

I, a Notary Public in and for the State and ^{Granville} County aforesaid, do hereby certify that Gertrude S. Black, Attorney-in-Fact for J. W. Black, personally appeared before me this day and acknowledged the due execution of the foregoing deed by her as Attorney-in-Fact for said party.

For authority of said Attorney-in-Fact, see Power of Attorney dated April 22, 1985, of record in Book 252, at page 559 Granville County Registry.

Witness my hand and notarial seal, this the 27 day of August, 1985.

My commission expires: My Commission Expires July 27, 1987
Margaret B. Richardson
Notary Public



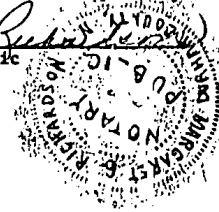
NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public in and for the State and ^{Granville} County aforesaid do hereby certify that Gertrude S. Black personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 14 day of August, 1985.

My commission expires: My Commission Expires July 27, 1987
Margaret B. Richardson
Notary Public



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GRANVILLE COUNTY

I, a Notary Public in and for the State and County aforesaid do hereby certify that John Matthew Black and Margaret J. Black personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 14th day of August, 1985.

Margaret B. Richardson
Notary Public

My commission expires: My Commission Expires July 27, 1987

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public in and for the State and County aforesaid do hereby certify that Irving L. Whitney and Gloria B. Whitney personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 14th day of August, 1985.

Margaret B. Richardson
Notary Public

My commission expires: My Commission Expires July 27, 1987

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day personally appeared before me Linda A. Asaath and acknowledged that she is Secretary of Granville Construction Co., 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 him as Secretary.

Witness my hand and Notarial Seal, this the 19th day of August, 1985.

Peggie R. Stothur
Notary Public

My commission expires: 1-21-86

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of *Margaret B. Richardson* a Notary Public of *Durham County, N.C.* and *Peggie R. Stothur*, a Notary Public of *Granville 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 254, Page 293.

This 19th day of August, A. D. 1985 at 10:45 a.m.

Recorded and verified: By *Jana S. Mann* Register of Deeds
\$ 11.00 Rec. Fees \$ _____ Stamps _____

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