

GRANVILLE COUNTY



Disclaimer:
The data provided on this map are prepared for the inventory of real property found within Granville County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.

Parcel Number: 30766
 Map Number: 096100055299
 Owner Name: UZZLE ROAD LLC
 Owner Address: 410 LAKESTONE DR
 Owner City: RALEIGH NC
 Parcel Address: UZZLE RD & MORIAH RD
 Notes: 1140 SR & 1141 SR
 Deed Reference: 1059/655
 Deed Date: 11/9/2004

Plat Reference: 3 56
 Account: 27562-305
 Deed Acres: 70.28
 Calc Acres: 70.2844321515
 Value: 147026
 Sale: 3059000
 Township: TALLY HO



One Inch = 800 Feet

DISCLOSURES

1. SELLER hereby discloses to BUYER that the subject property was once part of the former Camp Butner site. The Camp Butner site was a World War II military camp. SELLER does not make any representations or warranties concerning the location of unexploded ordnance (UXO) or any other type of debris on the subject property. BUYER by entering into this Contract assumes the risk that may be associated with UXO, if any. BUYER is encouraged to read the EE/CA Report and investigate, or take the necessary steps to investigate the current condition of the property.

2. The subject property has been part of the operation of a residuals land application program permitted under the North Carolina Environmental Commission, Department of Environment & Natural Resources. SELLER is not aware of any contamination that would prevent residential development of the subject property, but makes no specific representations or warranties as to the same. BUYER is encouraged to investigate and determine the suitability of the property for residential development. BUYER assumes full responsibility as to the suitability of the property for residential development.

FILED
GRANVILLE COUNTY
11/10/2004 3:39 PM
KATHRYN CREWS AVERETT
Register Of Deeds

Prepared by and return to: N. Kyle Hicks, P. O. Box 247, Oxford NC 27565

STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

PROTECTIVE COVENANTS OF HESTER'S RANCH
A RESIDENTIAL SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS made this 10 day of November, 2004 by UZZLE ROAD, LLC, a North Carolina Limited Liability Company (herein referred to as "Declarant");

RECITALS:

Whereas, Declarant is the owner of the real property described in the attached Exhibit "A" and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth,

1. "Declarant" shall mean and refer to Uzzle Road, LLC, its agents and/or assigns.
2. "Home" shall mean and refer to a dwelling or place of residence constructed upon a lot within the property.
3. "Lot" or "Tract" shall mean and refer to any and all parcels of land subdivided out of the tract described in Exhibit "A".
4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
5. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.
6. "Property" or "Properties" shall mean and refer to any and all parcels of land subdivided out of the tract described in Exhibit "A".

WITNESSETH:

NOW, THEREFORE, Declarant does hereby declare that the above described real property located in Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to Protective Covenants:

1. All lots shall be used for single family residential purposes as defined by Granville County zoning code with dwellings having a minimum interior heated floor space of 1800 square feet for a one story; and having a minimum heated area of 2000 square feet, with a minimum of 1200 heated square feet on the first floor for two-story residences.
2. Prior to construction, the complete set of plans and specifications for any dwelling, or outbuilding, shall be given to developer, or its agent for approval. Once plans are submitted, then the developer has 30 days to respond to lot owners concerning any changes in plans, including exterior colors, materials and exterior design. If developer does not respond within 30 days from the date of submittal, then the lot owner may proceed with original submitted plans. Owners shall be responsible for all driveways being constructed to North Carolina Department of Transportation specifications.
3. All tracts are approved for horses, cattle and/or sheep for personal or business use. Any housing used by the animals shall be regularly cleaned.

No more than one cow, sheep or horse per 1.5 acres of open land will be allowed on any tract. Approved domestic animals shall be penned and shall not be allowed to roam. Domestic animals will be limited to dogs and cats. Each tract owner may have no more than five (5) cats or dogs in total. Swine or chickens are not allowed on any tract.

4. No junked or disabled automobiles shall be allowed to remain on any lot.

5. All cars and boats will be insured and licensed by the State of North Carolina at all times. No boats, campers, or motor homes shall be parked in the front yard of any lot. Lot owners will not be allowed to work on any cars for business purposes.

6. Each owner shall maintain all buildings on his tract in a neat and pleasing manner; and shall keep the tract free and clear of all tall grass, unsightly undergrowth, dead trees and bushes, trash and rubbish. The owner of each tract shall maintain a grassed lawn area on the shoulders and slopes along his tract adjacent to the roads in the subdivision; and shall maintain and replant as needed all grass, ornamental trees and shrubs which will be placed on the areas along the roads. In the event an owner does not properly maintain his tract and the adjacent shoulders as above provided, then the Declarant may have the required work done and the costs thus incurred shall be paid by owners of that tract.

7. No signs shall be placed on any tract larger than 24 inches x 24 inches.

8. There shall be no more than two detached outbuildings (barns or otherwise) located on any tract. If there is just one outbuilding, it may be one or two stories and may not exceed 10,000 square feet and be no more than 28 feet in height. In the event there are two outbuildings, there may be one one-story primary outbuilding, which shall not exceed 5000 square feet and a height of 18 feet. The second outbuilding shall be a one-story building and contain up to 1,800 square feet, and shall not exceed 18 feet in height. A garage for cars or boats does not constitute an outbuilding.

All materials used in the exterior construction of said outbuildings shall be new building materials. An outbuilding may contain metal roofing and painted aluminum or vinyl or wood grain siding, reasonably maintained. Metal siding shall not be permitted on outbuildings unless it is painted and reasonably maintained. In no event shall metal roofing or siding be permitted to rust or corrode; said roofing or siding shall thereupon be immediately repaired and painted to prevent further rusting or corrosion. No new construction of outbuildings shall contain exposed cinder block, except the bottom three feet (3) of the foundation may contain cinder block as long as said cinder block is painted or covered in some manner.

9. No building shall be located on any lot nearer than 100 feet from the right of way of Uzzle Road and Moriah Road, nor nearer than 50 feet to any lot line. For the purpose of this restriction, eaves, steps, and open porches shall not be considered as a part of the building. Any existing buildings located on any tracts shall be permitted to remain in present location thereof. These buildings must be kept in reasonably good condition.

10. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining property owners in the subdivision.

11. No mobile homes of any type may be placed on any lot for whatever purposes and no incomplete structures, trailers, tents or camper units shall be used as a residence on these lots. All homes must be stick built on site.

Notwithstanding the foregoing, the current modular home located at the horse facility may remain. However, if this modular home is ever moved, a mobile home cannot be relocated on this tract and any new residence must meet these covenants unless the then current waste water perk requirements cannot be met except for a mobile home.

12. All garbage shall be stored in receptacles which are picked up or emptied weekly. Receptacles shall be placed out of site of the subdivision street and shall be screened.

13. All propane, oil, and other storage tanks shall be buried or located behind buildings and shielded from any public road as best as possible.

14. Declarant reserves a perpetual easement over ten (10) feet of space on each lot along the sidelines and along front and rear lines of all tracts for utility easements.

15. Any business operated from a residence/tract will be for professional service industries: accounting, law, teaching, plumbing, heating and air etc, and must be operated primarily out of the residence on said tract. No mechanical work on cars, trucks, tractors, etc. is allowed. All businesses must meet Granville County zoning requirements. Owners of horses may run their respective businesses from their on-site facilities.

16. All utility lines extending from the public road to a dwelling site shall be routed underground.

17. During construction of dwellings or other approved structures, any damage caused by such construction to the street or any other subdivision properties by the owner or his sub-contractors is the responsibility of the owner. Owner shall be responsible for removal of mud and other debris tracked onto the roads during construction.

18. There is hereby created a 15-foot perpetual non-exclusive easement for walking or jogging, and walking or riding horses along the trail existing so designated on the subdivision maps as each map is recorded subsequent hereto. No motorcycles, go-carts, or three or four wheel recreational vehicles shall be allowed on this easement except for purposes of making repairs to the easement. This equestrian or walking easement is for exclusive use of the lot owners, their family, and accompanied invitees. Maintenance of the equestrian trail will be on a volunteer basis by the lot owners.

19. The Declarant reserves the right to subject the property in the subdivision to a contract with Piedmont Electric Membership Corporation for the installation of underground electric cables and/or a continuing monthly payment to Piedmont Electric Membership Corporation by the individual lot owners.

20. Declarant reserves for a period of two years from the date of this document an easement to go on any lot wherein a sediment control basin is located for the purpose of maintaining, covering up, or removing such basin.

21. Any fencing constructed and placed upon the tract by the Declarant or owner of the tract shall be kept and maintained by the owners in a reasonable state of repair. No barbed wire shall be permitted on any tract except where such barbed wire fencing is located and existing thereon at the time of purchase from the Declarant; and under no event shall any barbed wire be placed upon or added on to after the purchase.

All boundary fencing fronting on a public street shall be primarily constructed of weather resistant treated lumber, woven wire, wood, vinyl, or electric or the existing tensile fencing. All fencing or gates must be located twelve (12) inches back from the road right of ways. All interior fencing must be of the same materials listed as acceptable for boundary fencing. No fencing shall be over six (6) feet high maximum and four (4) feet low as a minimum.

22. The subject property was once part of the former Camp Butner site. The Camp Butner site was a World War II military camp. Declarant does not make any representations or warranties concerning the location of unexploded ordinance (UXO) or any other type of debris on the subject property. Owner, by purchase of a tract, assumes the risk that may be associated with UXO, if any. Owner is encouraged to read the EE/CA Report and investigate, or take the necessary steps to investigate the current condition of the property.

23. The subject property has been part of the operation of a residuals land application program permitted under the North Carolina Environmental Commission, Department of Environment & Natural Resources. Declarant is not aware of any contamination that would prevent residential development of the subject property, but makes no specific representations or warranties as to the same. Owner is responsible for investigating and determining the suitability of the property for residential development. Owner assumes full responsibility as to the suitability of the property for residential development.

THESE COVENANTS AND RESTRICTIONS are to run with the land and shall be binding on all parties and all persons subject to them for a period of twenty years from the date the covenants are recorded after which said covenants shall automatically be extended for successive periods of ten years, unless an instrument in writing signed by a majority of the owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the date and year first above written.

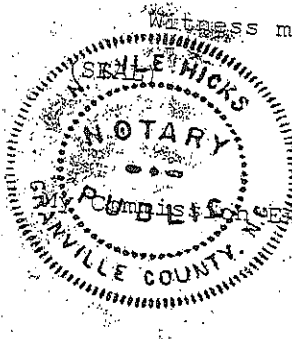
UZZLE ROAD, LLC, a North Carolina Limited Liability Company

By: William L. Turner III (SEAL)
William L. Turner, III,
Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, N. Kyle Hicks, a Notary Public of the County and State aforesaid, do hereby certify that on this day personally appeared before me William L. Turner, III, a Member/Manager of Uzzle Road, LLC, a North Carolina Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 10 day of November, 2004.



[Signature]

Notary Public

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of N. Kyle Hicks

is certified to be correct. This instrument was presented for registration and filed in this office in Book 1059, a Notary Public

Page 817. This 10th day of November, 2004 at 3:39 o'clock P. M.

Nathaniel Everett

Register of Deeds

By Becky C. Doak

Deputy/Assistant

preliminary
soils map

