

Prepared By: Davis, Sturges & Tomlinson, Attorneys
 Drawer 708, Louisburg, N. C. 27549 (CMD)

NORTH CAROLINA

FRANKLIN COUNTY

PROTECTIVE COVENANTS FOR
PATHFINDERS DEVELOPMENT, INC.

KNOW ALL MEN BY THESE PRESENTS, that Pathfinders Development, Inc., does this the 17th day of July, 1986, hereby covenant and agree to and with all persons, firms and corporations acquiring any property as shown on map entitled, "Cypress Springs Subdivision", Cypress Creek Township, Franklin County, North Carolina", and recorded in Plat Record File 3, Slide 256, in the office of the Register of Deeds of Franklin County, and Pathfinders Development, Inc. being the owner of all those lots as shown on the aforesaid map and is now in the process of selling said lots for residential purposes, and for the benefit and protection of all purchasers of said lots, said Trustee hereby declares the following covenants and restrictions to be applicable to any property shown on the aforesaid map and hereinafter conveyed and any property hereinafter conveyed shall be subject to the following covenants and restrictions, to-wit:

1. All lots, except Lot 9, shall be used only for residential purposes, and only one residence or dwelling may be located on each lot. Lot 9 shall be used only for commercial purposes.
2. No buildings or mobile homes shall be erected, altered, placed or permitted to remain on any lot within Cypress Springs Subdivision, other than one single-family dwelling, a private garage and other structures used in connection with said dwelling; provided, however, that any such structures shall be designed, constructed and maintained in keeping with the style and design of the primary dwelling.
3. No building or mobile home shall be constructed within fifty (50) feet from the edge of the roadway fronting said lot; and no building or mobile home shall be located on a tract nearer than twenty (20) feet to any side or rear property line. On cul-de-sacs, all buildings, mobile homes and other structures shall be set back to a point where the lot width is at least 100 feet. The right to waive the setback provision as pertains to lots located on cul-de-sacs, shall be in the sole discretion of the developer, when, in its opinion, the developer determines that such setback renders the lot unusable or imposes undue hardships on the purchaser.
4. No structure of a temporary character, including but not limited to, camping trailers, shacks, garages, barns or other outbuilding shall be used on any tract within said subdivision at anytime as a residence, either temporary or permanent.
5. No tract as shown on the official map of said subdivision may be resubdivided unless all resultant lots have a minimum size not less than one acre and said re-subdivision is approved by the declarant.
6. No noxious or offensive activity shall be carried on upon any tract in said subdivision, nor shall anything be done on any tract in said subdivision which may be or may become an annoyance or a nuisance to the neighborhood.
7. No one shall be permitted at any time to raise, keep or maintain any swine or goats on any lot shown on said official map of said subdivision and no animals shall be kept or raised for commercial purposes. This covenant does not preclude property owners from owning household pets or horses.
8. Any mobile home placed on any lot within said subdivision shall be fully underskirted and firmly anchored with all hitches removed within sixty (60) days after such placement. The materials to be used in underskirting said mobile homes shall be brick, cement block, wood, vinyl or aluminum siding and when wood, vinyl, or aluminum siding are used, said underskirting shall be similar in appearance to the siding contained on the mobile home.
9. All driveways installed connecting any tract to an abutting road must use culvert pipe of sufficient size to insure proper drainage but in no event

10. The purchaser of any tract within said subdivision through which a stream, branch or creek passes; or of a tract bounded by a stream, branch or creek, must keep said stream, branch or creek free and clear of all debris and stagnant water so far as said stream, branch or creek passes through or bounds any tract.

PRIVATE ROAD MAINTENANCE PROVISIONS

For all tracts in Cypress Springs Subdivision which abut a private road and are shown on the plat of said subdivision, which road is dedicated for the use of the owners of all of the tracts in the subdivision and the general public, there is hereby created a Cypress Springs Property Owners Association which is established for the purpose of establishing rules and regulations governing the speed limits and for the maintenance and upkeep of the roads in the subdivision. Each of the owners of the tracts fronting private roads in the subdivision shall be entitled to one vote per tract at the annual meeting of such association to be held on the last Friday of January of each year beginning with the year 1987. At the annual meeting, there shall be elected a Board of Directors for the association, consisting of five members and the five members so elected shall be responsible for contracting and providing for the road maintenance and regulations. The costs of any repairs and maintenance contracted by the Board of Directors of the association shall be assessed equally to all tracts within the subdivision fronting roads. However, said maintenance shall not exceed the sum of \$100.00 per tract per year in terms of 1986 dollars. Owners of more than one tract shall be assessed one assessment for each tract owned. In the event a tract owner fails or refuses to pay his proportionate part of such road maintenance, the association may enforce such payment through civil action to be instituted for such purpose in the General Court of Justice of Franklin County, North Carolina. Title to all tracts in the subdivision shall extend to the center line of the public and/or private road which they adjoin, however, the declarant herein, and its successors and assigns, reserves the right to grant a general road easement to the North Carolina Department of Transportation or any other governmental authority, if it is desired that such private road be included in the public highway system.

PRIVATE POND MAINTENANCE

* The owners of Lots 14, 15, 16, 17, 18, 19, 21 and 22 of Cypress Springs Subdivision shall be responsible for the maintenance and upkeep of the pond and dam located in Phase I of Cypress Springs Subdivision as shown on the aforesaid map. A majority of the owners of Lots 14, 15, 16, 17, 18, 19, 21 and 22 shall determine when maintenance is necessary for said pond and pond dam and once a majority of said lot owners have made the determination that repairs and/or maintenance is necessary, a majority of said lot owners shall have the authority to cause said maintenance and/or repair work to be done and assess the owners of said lots equally for the costs of said maintenance and/or repairs. In the event a tract owner fails or refuses to pay his proportionate part of said pond and/or dam maintenance and/or repair, anyone of the owners of said lots shall have the authority to enforce such payment through civil action to be instituted for such purpose in the General Court of Justice of Franklin County, North Carolina.

RESERVATION OF UTILITY EASEMENTS

Declarant hereby reserves the right to grant general utility easements to any public utility desiring to provide service of such utilities to a lot owner within said subdivision.

CHANGES IN COVENANTS AND RESTRICTIONS

These covenants and restrictions shall be in effect and applicable to lots within Cypress Springs Subdivision for a period of twenty-five (25) years from and after the date hereof; however, if a two-thirds (2/3) majority of the owners of tracts of land within said subdivision determine that changes in said covenants and restrictions will result in the improvement of Cypress Springs

the proposed changes in said covenants and restrictions, said notice to be given to all property owners at least ten (10) days prior to the date for said hearing. These covenants and restrictions shall only be changed, altered or amended, upon a vote of at least two-thirds (2/3) of the property owners within Cypress Springs Subdivision based on one tract equal to one vote.

IN TESTIMONY WHEREOF, the said Pathfinders Development, Inc. has caused this instrument to be signed by its duly authorized officers and its seal hereunto affixed, this the day and year first above written.

PATHFINDERS DEVELOPMENT, INC.

By: James V. Spivey (SEAL)
President

ATTEST

Franklin D. Parnell
Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Franklin

I, Dorothy Parnell, a Notary Public, do hereby certify that Franklin D. Parnell personally came before me this day and acknowledged that he is Secretary of PATHFINDERS DEVELOPMENT, INC. and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name and by its President, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and notarial seal this the 14th day of August, 1986.

Dorothy Parnell
Notary Public

My Commission expires

11-27-89
(SEAL)

North Carolina, Franklin County
The foregoing certificate of Dorothy Parnell, a Notary Public is certified to be correct.

This the 18th day of August, 1986.

Martha D. Shearin
Martha D. Shearin, Register of Deeds

NORTH CAROLINA
FRANKLIN COUNTY

Filed for Registration the 18th day of
August A.D. 19 86 at 2:05 P.M.
registered the 18th day of August
1986, in Book 866 Page 154-156
Martha D. Shearin
MARSHA J. SHEARIN REGISTER OF DEEDS
BY _____