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NORTH CAROLINA

FRANKLIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are the sole owners in fee simple of the following described property situate in the Town of Louisburg, County of Franklin, North Carolina, and comprising a development known as "Smoke Tree North Subdivision, Phase 2," as the same appears upon plat thereof made by William T. Dement, Jr., Registered Land Surveyor L-1456 in Franklin County, North Carolina, and recorded in the Franklin County Registry, Plat Record File 1, Slide 78-A, reference to said plat and record being hereby specifically referred to for a more particular description of said property;

AND, WHEREAS, the undersigned contemplate the development of said property and the conveyance of the lots hereinbefore described, or a portion of said lots;

AND WHEREAS, it is the desire of the undersigned that the purchasers and subsequent owners of said property shall be protected by the covenants hereinafter set forth to the mutual advantage of the owners or the purchasers of any or all of said property;

NOW, THEREFORE, in consideration of the premises and as an inducement and incentive to the prospective owners to purchase and develop said property, the undersigned do hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any property in the area above described that all of the lots on the map above referred to and now owned by the undersigned are hereby subjected to the following restrictions as to the use thereof running with said property by whosoever owns and all subsequent conveyances thereof shall be subject to the terms, restrictions and conditions of the following covenants, to-wit:

(1) No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling, a private garage and other structures for use in connection with said dwelling; provided, that any such structures shall be designed, constructed and maintained in keeping with the style and design of said building.

(2) No building shall be located or constructed on any lot nearer than thirty-five (35) feet to the front right-of-way line or thirty (30)

feet to a corner right-of-way line or nearer than fifteen (15) feet to any side line or twenty (20) feet to any rear property line; it being the purposes of this covenant to assure that all dwellings shall be located on a lot in accordance with the Louisburg zoning ordinances. For the purposes of this covenant, eaves, steps, and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot.

(3) No dwelling shall be permitted on any lot with less than 1300 square feet of heated floor space, exclusive of porches, garages, and terraces, and no dwelling shall be constructed with any exterior finish other than brick, brick veneer, stone, stucco, wood or a material equal to or superior to the above-mentioned or a combination of any of these, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially of the same or better than that which can be purchased on the date of these covenants and to eliminate the possibility of the construction of a house built solely of cement block.

(4) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(5) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

(6) No lot as shown on the official map of the above lots shall be resubdivided unless such part of the subdivided lot becomes a part of another whole lot, and the remainder of the subdivided lot becomes a part of another whole lot. In no event, however, shall more than one dwelling be erected on any one lot or any one lot to which there has been made an addition.

(7) The purchaser or purchasers of any lot in the SMOKE TREE NORTH subdivision through which lot a stream, branch, or creek passes, or is bounded by a stream, branch or creek, must keep the stream, branch or creek free and clear of all debris and stagnant water so far as the said stream, branch or creek passes through or bounds any lot.

(8) No family living on any lot in SMOKE TREE NORTH subdivision shall be permitted to raise any animals of any kind, and shall not at any time keep or maintain upon said premises any horses, chickens, cows or pigs.

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(9) No dwelling shall be constructed on any lot in the SMOKE TREE NORTH subdivision to be used solely as rental property.

(10) The covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them, for a period of twenty-five (25) years from the date of this deed, after which time said covenants shall be automatically extended for successive period of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenant in whole or in part.

(11) If any persons, firm or corporation, and their heirs and assigns, shall violate or attempt to violate any of these covenants and restrictions prior to the expiration of the same it shall be lawful for the person or persons owning more than one-half of the property contiguous to the property of the party violating or attempting to violate any of these covenants and restrictions, to prosecute and maintain any proceeding at law or in equity against such person or persons to prevent him or them from doing so and/or to recover damages for such violations.

(12) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, this the 18 day of December, 1979.

Bland B. Pruitt, Sr. (SEAL)
Bland B. Pruitt, Sr.

Margaret B. Pruitt (SEAL)
Margaret B. Pruitt

NORTH CAROLINA

FRANKLIN COUNTY

I, Shan P. Rock, Notary Public, do hereby
 certify that BLAND B. PRUITT, SR. AND WIFE, MARGARET B. PRUITT, personally
 appeared before me this day and acknowledged the due execution of the foregoing
 Agreement for the purposes therein expressed.

Witness my hand and notarial seal, this the 18th day of December, 1979.

Shan P. Rock
 Notary Public

My Commission expires:

January 25, 1984

(SEAL)

NORTH CAROLINA
 FRANKLIN COUNTY

The foregoing certificate of Shan P. Rock, a Notary
 Public of Franklin County, N. C., is certified to be
 correct. This the 21st day of January, 1980.

Martha D. Shearin
 Martha D. Shearin
 Register of Deeds

NORTH CAROLINA
 FRANKLIN COUNTY

Filed for Registration the 21st day of Jan. A.D. 1980 at 4:45 P.M. and
 registered the 21st day of January A.D. 1980 in Book 779 page 35-38
Martha D. Shearin
 MARTHA D. SHEARIN REGISTER OF DEEDS
 BY _____