

Prepared by / Mail to:

Howard G. Doyle  
P.O. Box 632  
Zebulon, N.C. 27597

NORTH CAROLINA - FRANKLIN COUNTY

Filed for registration the 18th

day of May, A.D. 1989

At 4:15 P.M. In Book 909

Page(s) 884 - 890

*Martha D. Shearin*  
MARTHA D. SHEARIN, REGISTER OF DEEDS

NORTH CAROLINA  
FRANKLIN COUNTY

DEERWOOD SUBDIVISION  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THE UNDERSIGNED, Jerry Gower Construction Company, Inc. and Clifton Edward Blackley and Tammy G. Blackley, being the owners of that certain parcel of land located in Franklin County, North Carolina, designated a "Deerwood Subdivision", does hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any of the area included with said parcel, that all lots are hereby subjected to the following covenants, conditions and restrictions. The real property to which these covenants, conditions and restrictions shall be applicable being described as follows:

BEING that certain tract or parcel of land situate, lying and being in Dunn Township, Franklin County, North Carolina, being bounded on the North by State Road 1720, on the East by Rufus Tant, Ennis Upchurch, David C. Wood and State Road 1001, on the South by Ben Perry and on the West by John B. Arnold, and being more particularly described as follows:

BEGINNING at a p.k. nail in the centerline of State Road 1720, said point of beginning being the Northeast corner of the tract herein described and the Northwest corner for Fedric James McCallus, Jr., and said point

See waiver of minor setback Violation By Develped in Book 943. Page 39-40

of beginning being in a westerly direction along the centerline of State Road 1720, 203 feet from the point where the centerline of State Road 1720 intersects the centerline of State Road 1001; running thence from said point of beginning and leaving State Road 1720 and running along the western line for McCallus, South 49 degrees 31 minutes 26 seconds West 166.33 feet to an iron stake in McCallus line; runs thence along the line for Tant, Upchurch and Wood, South 50 degrees 00 minutes 29 seconds West 1,165 feet to an iron stake in the western line of Wood; runs thence along Wood's line, South 59 degrees 33 minutes 24 seconds West 233.10 feet to an iron stake, Wood's corner; runs thence in an easterly direction along the Southern line of Wood South 61 degrees 10 minutes 41 seconds East 215.06 feet; corners, runs thence South 28 degrees 02 minutes 48 seconds West 513.08 feet to the Ben Perry property line; corners, runs thence North 63 degrees 21 minutes 04 seconds West 659.79 feet to an iron stake, Perry's corner in Arnold's line; runs thence along Arnold's eastern line North 18 degrees 40 minutes 13 seconds East 2,186.77 feet to a p.k. nail set in the centerline of State Road 1720; runs thence in a southwesterly direction along the centerline of State Road 1720, South 54 degrees 16 minutes 08 seconds East 1,432.11 feet to a p.k. nail set, the point and place of beginning, according to map of Williams, Pearce & Assoc., P.A., R.L.S. dated May 21, 1985 and recorded in Plat Record File #2, Slide 116, Franklin County Registry.

1. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot as a well site for a community water system or for the use in providing a recreational area for the individual lot owners as a group. Except as is otherwise herein permitted, no building shall be erected, altered, placed or be permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height.

2. No dwelling shall be permitted on any lot which has ground floor heated area, excluding open porches, garages and

basement square footage area, of less than 850 square feet. Any dwelling having more than one story or a split-level dwelling shall have at least 650 square feet on the ground floor.

3. No dwelling shall be located nearer the front lot line or any side street than is indicated on the recorded map of the section, nor shall any dwelling be located any nearer than 15 feet from any sideline or 30 feet from any rear line. The owner or developer of the subdivision shall have authority to waive minor lot violations or the setback and sideline requirements set forth in this paragraph. (Violations not in excess of 10 percent of the minimum requirement shall be deemed minor).

4. No building of any type shall be placed, erected or altered on any premises in said subdivision without the plans, specifications, location of structure, and type of outside materials, which must be approved by the owner of the subdivision. If the owner of the subdivision fails to approve or disapprove the same within 30 days or if no suit enjoining the erection of such building has been filed within said 30 days, then approval shall not be required. No fee shall be charged by the owner for the approval or disapproval of said plans.

5. No outbuilding or storage building shall be erected upon any lot except those which are incidental to residential use, and any building so constructed shall be of similar type material and

appearance as the main dwelling structure, and the location of any such building shall not be closer than 30 feet to any lot line and shall conform to all other setback requirements herein set out.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood. No motor vehicle licensed to carry more than two tons shall be allowed or parked on any lot or street within said subdivision except those vehicles delivering building materials to develop or improve the lots within the subdivision or to carry furniture for any homemaker within said division. No motor vehicle shall remain parked on any lot for more than 30 days which cannot move under its own power and components.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time for a dwelling or residence, either temporarily or permanently, except that the owner may maintain a sales office or a contractor may maintain a temporary office or a contractor may maintain a temporary office on lot where a house is under construction.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets which are not dangerous may be kept, provided they are not kept, bred or maintained for commercial purposes.

9. All public service or other utilities requiring wiring, pipes or other instrumentalities or conveyance shall be constructed so that all wiring, pipes or other means of conveyance will be placed underground where practicable. "The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables which may require an initial contribution for the installation of street lighting and require a continuing monthly payment to Carolina Power and Light Company by the owner of each lot."

10. Notwithstanding any provision to the contrary, the developer may convert or permit the conversion of any lot or part thereof to a roadway.

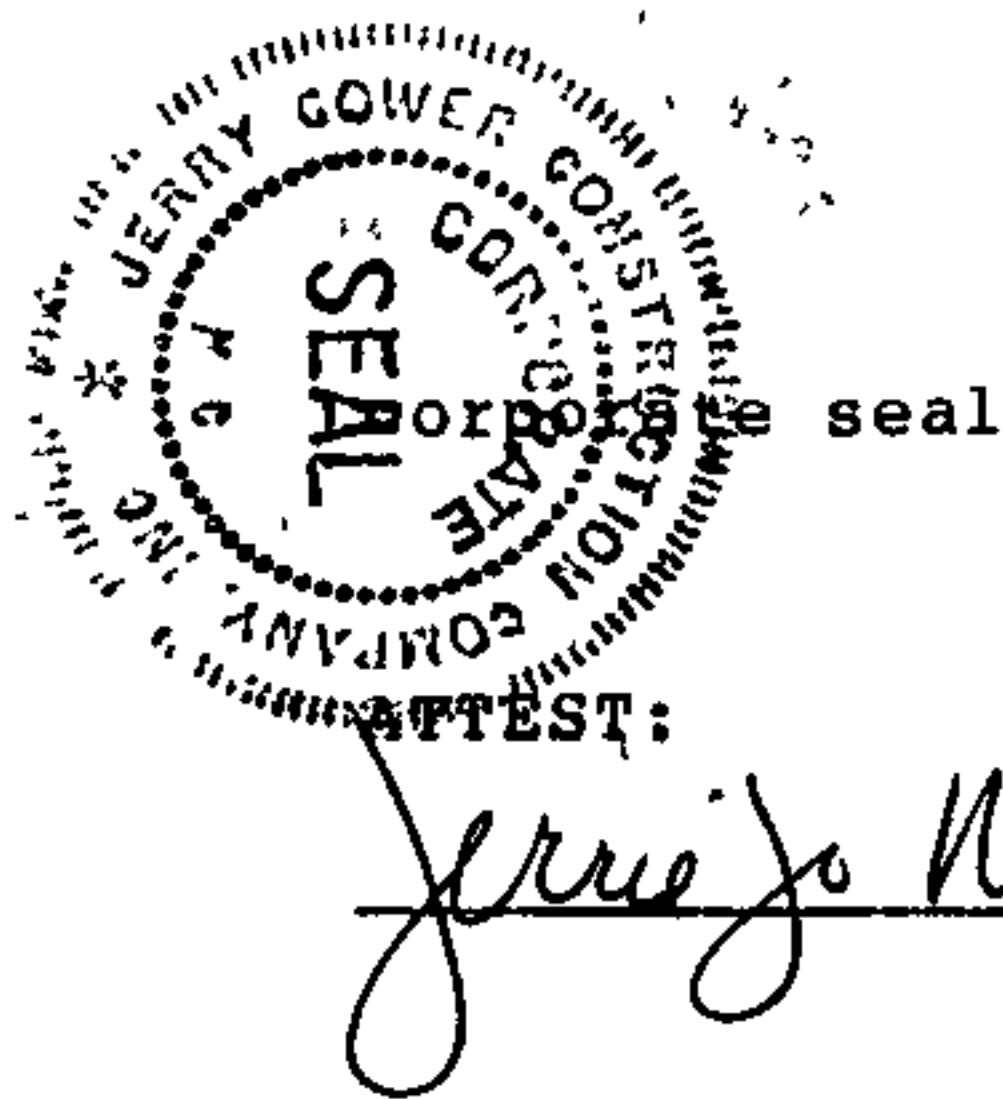
11. Enforcement of these covenants shall be by proceedings at law or at equity against the person, persons, corporations or firms violating or attempting to violate these covenants, and if any covenant herein shall be declared void, then all remaining covenants shall remain in effect.

12. These covenants may be amended from time to time by owners within said subdivision and shall run with the lots and be binding on all parties owning said lots until December 31, 2019, at which time they will expire.

IN WITNESS WHEREOF, Owners have set their hand and seal to this Declaration of Covenants, Conditions and Restrictions and Corporate Owner has caused this Declaration of Covenants, Conditions and Restrictions to be signed in its name by its

President, attested by its Secretary, and its corporate seal to be affixed, by order of its Board of Directors, this the day and year first above written.

Clifton Edward Blackley  
Clifton Edward Blackley  
Tammy G. Blackley  
Tammy G. Blackley

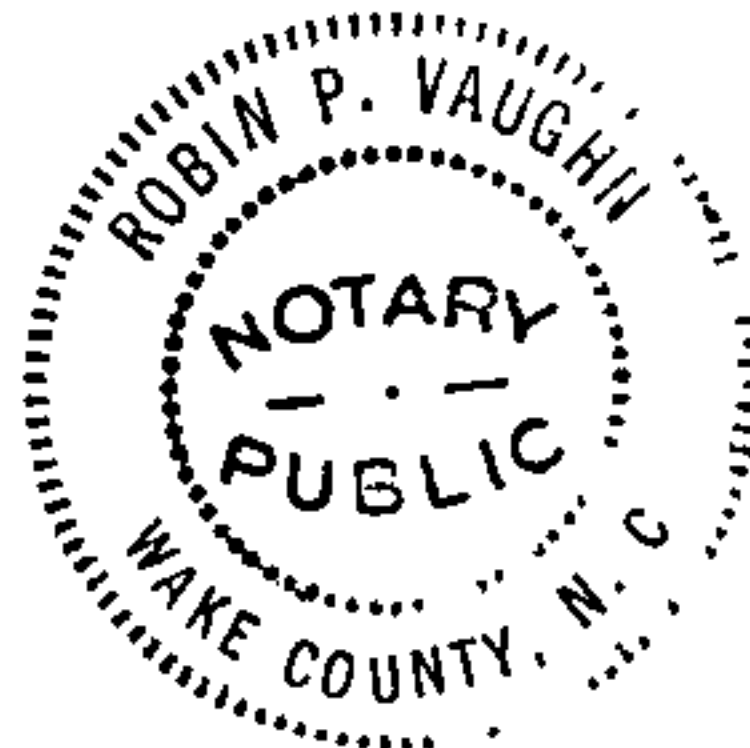


JERRY GOWER CONSTRUCTION COMPANY, INC.

BY: Jerry Gower  
President

NORTH CAROLINA  
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that CLIFTON EDWARD BLACKLEY and TAMMY G. BLACKLEY personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 17th day of May, 1989.



Robin P. Vaughn  
Notary Public

My commission expires: 11/24/91

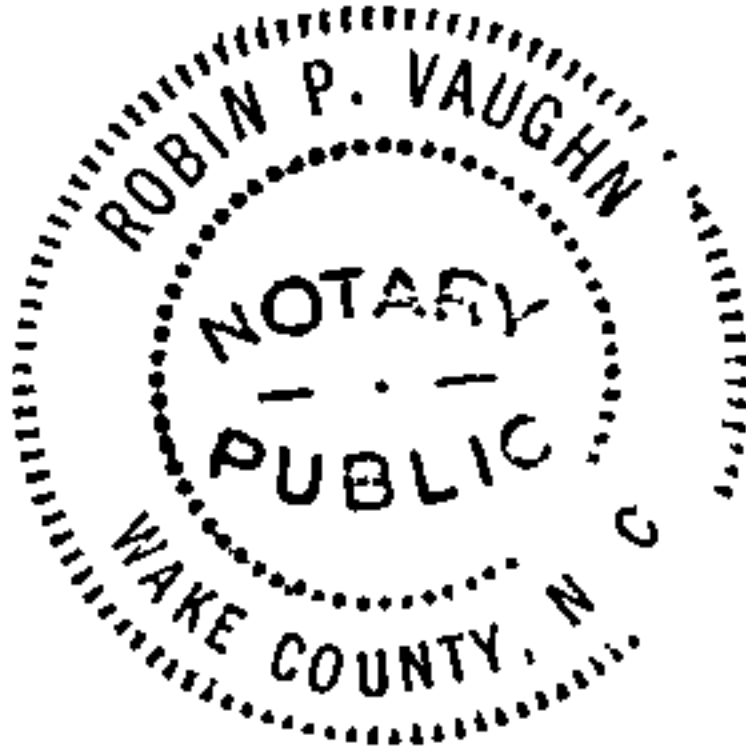
NORTH CAROLINA  
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that JERRI JO MASSEY, Secretary of JERRY GOWER CONSTRUCTION COMPANY, INC., and that by authority duly given and as an 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 official stamp or seal, this the 17<sup>th</sup> day of May, 1989.

Robin P. Vaughn  
Notary Public

My commission expires: 11/24/91



NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificates of Robin P. Vaughn, a Notary Public, are certified to be correct.  
This the 18th day of May, 1989.

Martha D. Shearin  
Martha D. Shearin  
Register of Deeds