

NORTH CAROLINA

FRANKLIN COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS made this 18th day
of April, 1985, by ROBERT LEE HATHAWAY, hereinafter
called "OWNER";

W I T N E S S E T H:

WHEREAS, OWNER is the owner of all the real property described below
and is desirous of subjecting said real property to the restrictive
covenants hereinafter set forth:

NOW, THEREFORE, OWNER hereby declares that the following described
real property located in Franklin County, North Carolina is and shall
be held, transferred, sold and conveyed subject to the Restrictive
Covenants hereinafter set forth:

BEING Lot Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 20, 21, 22,
23, 24, 25, 26, 27, 28, 29, 30, and 35 of Phase One, Oak Forest,
as shown on plat entitled "Phase One, Oak Forest, Franklinton
Township, Franklin County, North Carolina," said plat being
recorded in Plat Records File 2, Slide 100A, Franklin County
Registry.

1. All lots will be used for residential purposes only, and each
lot shall be used for only one principal residence.

2. In order to maintain architectural beauty and to guard against the erection of poorly designed or proportioned structures, no building of any type shall be erected or allowed to remain on the property until a complete set of plans for the building has been submitted to and approved by OWNER. This set of plans shall include the type of materials to be used both on the exterior and on the interior. In the event that OWNER fails to approve or disapprove these plans within thirty days from the date they are submitted to OWNER, then such approval will not be required and this covenant will be deemed to have been fully complied with.

3. No building shall be located nearer than 50 feet to the front line of the lot, nor shall any residence be located nearer than 20 feet to a side or back property line. Owner reserves the right to waive minor violations (10% or less) of the setback and side line requirements set forth in this paragraph.

4. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No inoperative vehicles or equipment may be stored or regularly located on the premises.

5. No shelter of a temporary or permanent character, such as a trailer, basement, tent, shack, garage, or barn shall be used on any tract any time as a residence, either temporarily or permanently.

6. No animals, livestock or poultry of any kind shall be raised or bred or kept for commercial purposes on any tract, except that no swine shall be raised, bred or kept on any tract for any purpose.

7. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.

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

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

10. All lots in Oak Forest Subdivision, Phase I, front on a private road as shown on the plat of said subdivision, which road is dedicated for the use of the owners of all of the lots in the subdivision and the general public. There is hereby created an Oak Forest Property Owners Association for Oak Forest Subdivision, Phase I, which is established for the purpose of establishing rules and regulations governing the speed limits and for the maintenance and upkeep of roads in the subdivision. Each of the owners of the lots fronting private roads in the subdivision shall be entitled to one vote per lot at the annual meeting of such Association to be held on the last Friday of January of each year, beginning with the year 1986. At the annual meeting, there shall be elected a Board of Directors for the Association, consisting of five (5) members and the five members so elected

shall be responsible for contracting and providing for the road maintenance and regulations. The cost of any repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all lots fronting roads provided, however, that no lot shall be assessed more than \$100 per year without the approval of that lot owner. In the event a lot 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. Titles to all lots in the subdivision shall extend to the centerline of the public and/or private road which they adjoin; however, the declarant herein, and its successors and assigns, reserve the right to grant a general road easement to the North Carolina Department of Transportation or other governmental authority, if it is desired that such private road be included in the public highway system.

11. The 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.

IN TESTIMONY WHEREOF, the declarant has caused this instrument to be executed this the 18 day of april, 1985.

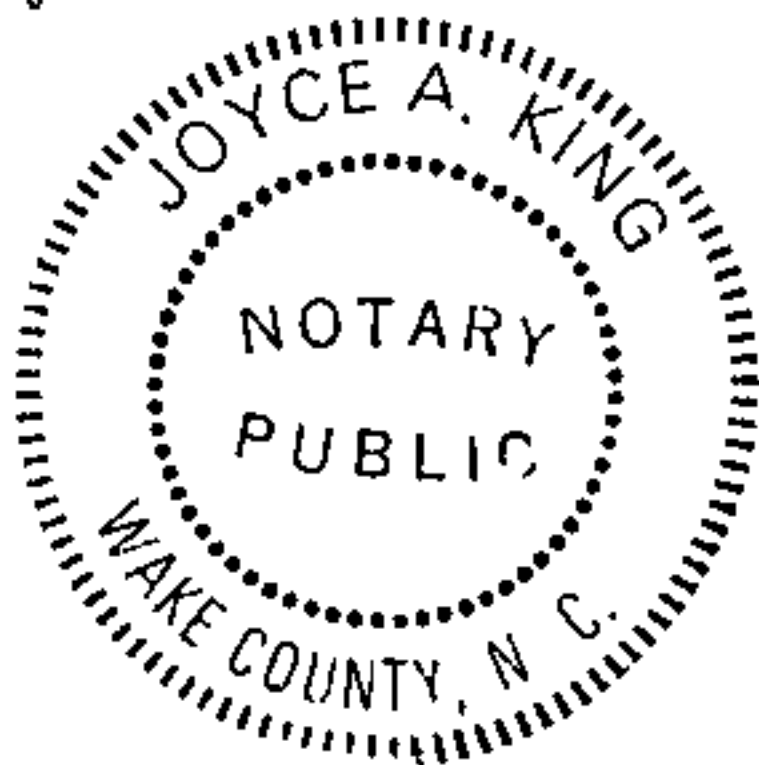

ROBERT LEE HATHAWAY

NORTH CAROLINA

Wake County

I, a Notary Public of the County and State aforesaid, certify that
 ROBERT LEE HATHAWAY personally appeared before me this day and acknowledged
 the execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 18th day of
April, 1985.



Joyce A. King
 NOTARY PUBLIC

My Commission Expires: 6-17-86

North Carolina, Franklin County

The foregoing certificate of Joyce A. King, A Notary Public
 is certified to be correct.

This 19th day of April, 1985.

Martha D. Shearin Register of Deeds
 Martha D. Shearin

NORTH CAROLINA
 FRANKLIN COUNTY

Filed for Registration the 19th day of April

A.D. 19 85 at 1:55 P.M. and recorded in

Book 846 Page 686-690

Martha D. Shearin
 MARTHA D. SHEARIN REGISTER OF DEEDS

BY _____