

Prepared by and return to McFarlane Law Office, PA, P.O. Box 127, Louisburg NC 27549

NORTH CAROLINA
FRANKLIN COUNTY

RESTRICTIVE COVENANTS

NOW COMES DHM Custom Framing, Inc., Declarant, and hereby establishes the following Restrictive Covenants which shall apply to the property designated as "Pondview Subdivision" and further identified on Exhibit A, as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract or parcel of land, containing 11.76 acres more or less, and consisting of Lots 1, 2, 3, 4 & 5, as the same are shown on that certain map or plat recorded at Map Book 2025, page 330, Franklin County Registry; and

WHEREAS, said property has been subdivided into residential lots for subsequent re-sale as shown on said plat; and

WHEREAS, Declarant now desires to subject said real property to the covenants and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A attached hereto, located in Franklin County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth.

SECTION I -- ARCHITECTURAL AND LANDSCAPING CONTROL

1. All dwellings shall have finished ground floor area, exclusive of basements, patios, porches and garages, whether attached or detached, of 2,500 square feet. Yards must be seeded and landscaped in front, back and on each side, and maintained as needed. All stumps, debris and waste material from construction shall be removed from the lot immediately upon completion of the residential building. All dwellings shall be custom-built homes. No single-wide, double-wide, triple-wide mobile homes, or modular homes of any kind, shall be allowed.
2. No dwelling or other structure shall be constructed or located on any building site nearer to the front, side or rear property lines than as permitted by the Franklin County Planning and Zoning Department. Any fencing must be wooden "dog ear" or similar design. Ornamental fencing made of brick or stone is also permitted. Chain link, barbed wire, chicken wire or wire mesh fences are prohibited.
3. No lot or portion thereof shall be dedicated or used for a private or public street by anyone other than the Declarant. Declarant specifically reserves the right to reconfigure any lots which have not yet been sold by Declarant to third parties for the purpose of access or other easements. No lot in the subdivision may be subdivided except as deemed necessary by Declarant.
4. All LP gas tanks must be fully buried underground. Notwithstanding the foregoing, LP tanks of less than one-hundred and twenty gallons may be above-ground provided that they are located behind the dwelling and are not visible from the street in front of said dwelling.
5. No noxious or offensive activity, business or trade shall be carried out upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the subdivision. No heavy-duty truck or tractor-trailers may be parked in the subdivision except in relation to ongoing construction in the subdivision. No signs or billboards shall be erected or maintained on any lot other than real estate signs advertising the sale of the home, one per lot, which shall be no larger than six (6) square feet. However, Declarant may erect a sign on each empty lot identifying said lot, which shall be removed upon sale of that lot by Declarant. No trade materials or inventories, and no unregistered or inoperable motor vehicles, may be stored or regularly parked on any lot. No business activity or trade of any kind shall

be conducted on any lot except than a home office may be maintained in a dwelling if there is not client or customer traffic to the office.

6. No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any lot at any time as a residence, either temporarily or permanently. Any ancillary structure on any lot, such as a storage or garden shed or outbuilding, shall be constructed, painted and/or faced so as to match the general appearance of the house located on said lot.

7. No animals or livestock of any kind shall be raised, bred or kept on any lot, except dogs, cats or other common household pets, provided that said animals are not bred or maintained for any commercial purpose. Owners or keepers of any such animals shall be responsible for their animals and shall ensure that said animals do not constitute a nuisance to any other lot owner or their guests. Nuisance shall include, but not be limited to, noise, aggressive behavior, running loose, and smell or appearance of any outdoor pen.

8. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner and other residents of owners' household. Owners of lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any similar vehicles or trailers on the street in the subdivision. All such boats, travel trailers, campers and trailers shall be kept in the back or side yard of the dwelling. No inoperable vehicle shall be kept in the subdivision. If work or repairs are being done on a vehicle, such work or repair shall be done promptly, or the vehicle shall be removed from the subdivision at the owner's expense.

9. No communication poles, satellite dishes in excess of 24 inches in diameter, aerials, "ham" radio towers or other form of communication tower, pole or device will be permitted on any lot. Any satellite dish of 24 inches or less in diameter may only be placed in the front yard of any house with the express written permission of the Declarant or an official or committee duly authorized to act on behalf of the subdivision after succeeding the Declarant.

10. During construction, the lot owner shall be responsible to see that any unreasonable and excessive amounts of mud and dirt are kept on the construction site or removed completely off-site, and shall promptly clean up and dispose of any construction trash and debris from the construction being performed on their lot. Vehicles related to the construction are not allowed to park on or along the roads nor to cause damage to the roads, shoulders of the roads or any other lot in the subdivision. In the event that any of these situations occur, the owner and their contractors and/or subcontractors shall be asked to promptly take all corrective

action necessary to correct and repair any such problem. If said owner, contractor and/or subcontractor do not adequately correct said problems, in the sole opinion of Declarant, then Declarant shall be authorized to take such action as may be necessary to correct said problems, and all costs incurred by Declarant shall be borne by said lot owner.

12. Any driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete and have a diameter of 15 inches or more. All driveways are to be graded so that water will drain away from the road to the pipe and ditch on the road right-of-way and not onto the road or any other lot in the subdivision (except via said ditch).

13. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot and five (5) feet on each side line, and as shown on the above-referenced plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction or flow of drainage channels in the easements.

14. All mailboxes and newspaper boxes on the road rights-of-way must meet US Postal Service standard, regulations and requirements. The Declarant or Declarant's designee will have the right to remove any mailbox or newspaper box which they find not in compliance if, upon written notice to the lot owner, the lot owner does not promptly bring the mailbox or newspaper box into compliance.

15. Other than utilities, drainage facilities, signs, driveways, mailboxes and newspaper boxes in compliance herewith, no other structures or plantings, other than grass, shall be placed or permitted to remain anywhere on the road rights-of-way. The Declarant or Declarant's designee shall have the right to remove any structures or plantings which they find are not in compliance if, upon written notice to the lot owner, the lot owner does not promptly bring the mailbox or newspaper box into compliance.

16. In order to maintain good grass cover of the banks and shoulders of the road and prevent soil erosion, and further to promote safety and prevent noise pollution, no motor bikes, three-wheelers, four-wheelers, go-carts or other similar recreational vehicles, whether licensed or unlicensed, may be operated anywhere within the subdivision, except a licensed motorcycle used for transportation may be operated on the roads within the subdivision, so long as the motorcycle is equipped with a proper muffler and is not operated in a manner that creates more noise than the average motor vehicle.

SECTION II – ROAD MAINTENCE PROVISIONS

17. The said Owner, for itself and on behalf of its heirs, personal representatives, successors, and assigns (hereinafter "the Parties"), agrees to maintain and to perform such repairs as are reasonably necessary from time to time so as to maintain that certain Type III Private Road designated as "Zinnia Court" as shown on the above-referenced plat (hereinafter the "Road") in good and safe condition in accordance with standards set forth below. The Parties hereby agree to share in the cost of such maintenance and repair pro rata based upon the number of lots owned, regardless of the size of any particular lot or distance traveled over the road; provided, however, that in the event of further subdivision of the above-listed lots, each of the resulting lots so created that have an easement or right of use of the Road shall share in the cost and maintenance and repair on a pro rata basis with all of the other lots.
18. The terms "maintenance" and "repair" shall include any and all necessary work required to maintain the Road in a condition that will allow for reasonable and safe access of standard passenger vehicles.
19. Notwithstanding any other provision contained herein, each individual owner of Tracts 1 through 5 who causes, or whose agent(s), guest(s) or employee(s) cause, excessive wear and tear or other damage to the Road shall be solely liable for any repairs which are necessary as a result of such damage.
20. Each party hereby grants to the other parties hereto a temporary, non-exclusive construction easement across the lot owned by such party for the purpose of maintaining, repairing, or upgrading the Road, as provided for in this agreement.
21. The covenants set forth in this Road Maintenance Agreement shall run with the land described above and owned by the parties hereto and shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.
22. The Road which is the subject of this maintenance agreement is not dedicated to public use. It will not be maintained by Franklin County or the State of North Carolina Department of Transportation.
23. This Road Maintenance Agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the State of North Carolina.

SECTION III — MISCELLANEOUS

24. Enforcement of these Protective Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof. Such action may be either one to restrain a violation, compel compliance or to recover monetary damages, including court costs and attorneys fees.

25. Invalidation of any one or these covenants or any part thereof by the judgment or order of a Court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these Protective Covenants shall not prevent or limit the enforcement of such provisions in the future.

26. These Protective Covenants shall run with the land and shall be binding on all parties and all person claiming under them for a period of twenty-five years from the date these Protective Covenants are recorded, after which time said Protective Covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing and signed by a majority of the then owners of the lots (with each owner having one vote per lot owned; recombined lots being considered as a single lot thereafter) has been recorded, said instrument providing that these Protective Covenants are to be amended or revoked.

27. These Protective Covenants may be amended in writing by the Declarant as long as Declarant continues to own at least one lot in this subdivision. At such time as Declarant no longer owns a lot in this subdivision, or assigns his authority as Declarant to another person or entity, then these Protective Covenants may be amended in writing by that assignee, or by a two-thirds vote of the then owners of the lots in the subdivision (with each owner having one vote per lot owned; recombined lots being considered as a single lot thereafter).

28. Declarant reserves the right to extend these Covenants and Road Maintenance Provisions to apply to additional land adjacent to the property described in Exhibit A, by separate instrument.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be signed and sealed, this the ____ day of _____, 2025.

DHM Custom Framing, Inc.

BY: _____
Mario De Haro Cruz, President

STATE OF NORTH CAROLINA, COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [**print name(s)**]:

**Affix Notary
Stamp/Seal
HERE**

Mario De Haro Cruz, President of DHM Custom Framing, Inc.

Date of Notarization: _____

Notary Public Signature My commission expires: _____
(date)

Print Notary Name Here =====> _____

Exhibit A

All those certain lots or parcels of land and appurtenances thereto, consisting of Lots 1, 2, 3, 4 & 5 as the same are shown on that certain map or plat recorded at Map Book 2025, page 330, Franklin County Registry