

This instrument prepared by: Jolly,
Williamson & Williamson (BNWIII)

NORTH CAROLINA

EASTWIND RESTRICTIVE COVENANTS

FRANKLIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Wallace G. Holmes, James O. Murphy, and Horace G. Murphy, the declarants herein, are the owners in fee simple of that certain tract or parcel of land situate in Youngsville Township, Franklin County, North Carolina, known as "Eastwind Subdivision" AND WHEREAS, the declarants contemplate the development of said property and the conveyance of lots to various purchasers; AND WHEREAS, it is the desire of the undersigned that the purchasers and subsequent owners of said property shall be protected by the covenants and restrictions hereinafter set forth to the mutual advantage of the owners and the purchasers of any or all of said property; AND WHEREAS, "Eastwind" shall be developed in two phases, the first of which comprises Lots 5 through 8, inclusive, according to survey by James O. Murphy, PE, as shown on plat thereof dated 10-10-98 and entitled "Plat of Eastwind - Phase I, Youngsville Township, Franklin County, North Carolina" of record in Book 1998, Page 396 in the office of the Franklin County Register of Deeds, and the second of which will comprise Lots 9 through 32 inclusive, and will be entitled "Eastwind - Phase II, Youngsville Township, Franklin County, North Carolina", the survey of which is yet to be recorded in the office of the Franklin County Register of Deeds.

NOW, THEREFORE, in consideration of the premises and as to 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 lots in the above described "Eastwind - Phase I and Phase II" on map hereinabove referred to and map which may be recorded hereafter, and now owned by the undersigned, that said lots are hereby subject to the following covenants and restrictions as to the use thereof and that all subsequent conveyances of the above property shall be subject to the following covenants and restrictions, to-wit:

1. All lots shall be used primarily for residential purposes. However, home based businesses having a separate office space of at least 400 square feet shall be allowed.

2. No dwelling of less than 1400 square feet of living space, exclusive of porches, garages, basements, and terraces shall be permitted on any lot. No building shall be constructed with any exterior finish other than brick, brick veneer, stone, imitation

stone, wood, or other material equal to or superior to the above mentioned, or a combination of these, and no building shall have any exterior finish of cement block type material, stucco, or fiberglass shingles. For purposes of this covenant single wide mobile homes shall not be considered as dwellings and are not allowed to be placed on any lot. Doublewide or modular homes shall have the hitch removed and brick underpinning installed within 60 days of occupancy.

3. No structure of a temporary character, including but not limited to, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot within said subdivision at any time as a residence, either temporary or permanent.

4. No building shall be erected, altered, placed or permitted to remain on any lot within "Eastwind", 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 said dwelling.

5. A ten foot (10') utility and slope easement is established immediately adjacent to the right of way of Eastwind Drive and Eastwind Court, immediately adjacent to SR 1103 (Flat Rock Church Road), across all lots in Eastwind Subdivision.

6. No noxious or offensive activity shall be carried on upon any lot in said subdivision, nor shall anything be done on any tract in said subdivision which may be or may become an annoyance or nuisance to the neighborhood.

7. No inoperable or unlicensed motor vehicle shall be parked on any dedicated street, or on any lot (except in an enclosed garage) within the subdivision. The purpose of this restriction is to prohibit any junk cars from being located within the subdivision.

8. No dwelling or outbuilding shall be located nearer than 55 feet from the center line of the roadway fronting said property, or nearer than 25 feet from any rear lot line, or nearer than 10 feet from any side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot in Eastwind Subdivision.

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

10. No purchaser of any lot within said subdivision shall use the land nor any building situate thereon solely as rental property.

11. All driveways extending into the road right of way must be installed to meet North Carolina Department of Transportation specifications.

12. No tract shall be used as a through street without the express written consent from Eastwind Developers, or Eastwind Property Owners Association.

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

ENFORCEMENT

These covenants may be enforced by the Declarants or the owner or owners of any of the aforesaid lots by a proceeding at law or inequity against the person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

PRIVATE ROAD MAINTENANCE PROVISIONS

For lots nine through thirty-two) in "Eastwind" there is hereby created a "Eastwind Property Owners Association", which is established for the purpose of establishing rules and regulations governing speed limits and for the maintenance and upkeep of the roads in the subdivision. Each of the owners of the above mentioned lots (9-32) 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 each year beginning with the year 2000. At the annual meeting, there shall be elected a Board of Directors for the association consisting of three members and three 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. Owners of more than one tract will be assessed one assessment for each tract owned. In the event that a tract owner fails or refuses to pay his proportionate part of such road maintenance, the association may enforce payment through civil action to be instituted for such purpose in the General Court of Justice of Franklin County, North Carolina. The Declarants herein, and its successors and assigns, reserve the right to grant a general road easement to the North Carolina Department of Transportation or any other governmental authority, if it desires that such private road be included in the public highway system.

In the event any owners of Lots five through eight elect to use Eastwind Lane for ingress and egress to and from his or her lot, then any owner electing to use Eastwind Lane for ingress and egress to and from his or her lot shall be included in, and subject to all conditions set forth in the above "Private Road Maintenance Provisions".

UTILITY EASEMENT RESERVATION

The declarants reserve the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer.

CHANGES IN COVENANTS AND RESTRICTIONS

These covenants and restrictions shall be in effect and applicable to all lots within "Eastwind" 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 the subdivision determine that changes in said covenants and restrictions will result in the improvement of "Eastwind" then such changes may be made and recorded in the Register of Deeds Office of Franklin County provided that such changes in said covenants and restrictions are made at a special called meeting of the "Eastwind Property Owners Association" after the Board of Directors of said association first gives written notice to all property owners within said subdivision of the proposed changes in said covenants and restrictions, said notice to be given to all property owners at least thirty (30) 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 in "Eastwind" based on one tract equal to one vote.

IN TESTIMONY WHEREOF, the aforesaid Wallace G. Holmes and James O. Murphy, have hereunto set their hands and seals on the day and year first above written.

Wallace G. Holmes (Seal)
Wallace G. Holmes

James O. Murphy (Seal)
James O. Murphy

Horace G. Murphy (Seal)
Horace G. Murphy

NORTH CAROLINA

FRANKLIN COUNTY

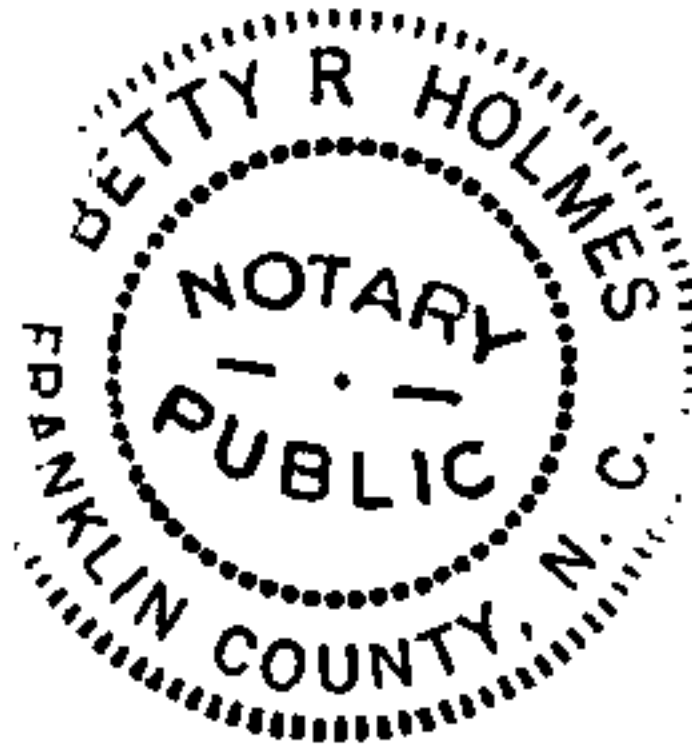
I, the undersigned Notary Public of the aforesaid County and State, do hereby certify that Wallace G. Holmes, James O. Murphy, and Horace G. Murphy each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 8th day of December 1999.

Betty R. Holmes
Notary Public

My commission expires:

30 April 2000
(N. P. SEAL)



STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Betty R. Holmes,

is/are certified to be correct.

Notar(y) (ies) Public.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 1161, Page(s) 950-954

This 9th day of December, A.D., 19 99, at 9:15 o'clock A.M.

KAY S. HUNT, REGISTER OF DEEDS

By: Betty Sharrington
Asst. Deputy Register of Deeds

Kay S. Hunt