

Prepared by and return to: Hamrick & Galanis, PLLC
7048 Knightdale Blvd., Suite 200
Knightdale, North Carolina 27545

NORTH CAROLINA

FRANKLIN COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION is made and executed this 12th day of February, 2020, by ***Joseph E. Williams, Ben A. Williams, Rhonda W. Stephens, and Hugh Carlton Williams;***

WITNESSETH:

THAT WHEREAS, Joseph E. Williams, Ben A. Williams, Rhonda W. Stephens, and Hugh Carlton Williams (individually and collectively, hereinafter referred to as the "Declarant"), are the owners and developers of the lands hereinafter described, and desire to declare and place the restrictions hereinafter described upon the development, improvement, and use thereof.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, does hereby covenant and agree with all persons, firms, and limited liability companies who or which may acquire any interest in or title to any of the property hereinafter described, as an inducement to said property, that the property and each and every lot described below are hereby made subject to the following Restrictive Covenants as to the development, improvement, and use thereof, by whomsoever owned. The real property to which these Restrictive Covenants shall be applicable being described as follows:

BEING all of Tracts 1, 2 & 3 as shown on map recorded in Book of Maps 2019, Page 198, Franklin County Registry.

ARTICLE I

Real Property. The real property hereinabove described is subject to the protective covenants and restrictions hereby declared to ensure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

Land Use and Building Type. Except as provided herein, no lot shall be used except for single-family residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed three (3) stories in height; a private garage and an accessory building or structure for storage or other appropriate residential uses.

ARTICLE III

Building Design. Brick foundations, a slab with a brick or cultured stone exterior, or a block foundation with a brick or cultured stone exterior shall be permitted. Manufactured and modular housing is prohibited on all lots. However, "off framed" modular homes shall be allowed. All single-family residences shall be "stick built" on site, except that panelized walls, roof trusses and pre-engineered floor joists are permissible, or a single-family residence may be an "off framed" modular home. No mobile or manufactured homes shall be allowed.

ARTICLE IV

Dwelling Size. The heated living area of the main residential structure, exclusive of porches, garages, and basements, shall not be less than one thousand six hundred (1,600) square feet for any approved one story residential structure and two thousand (2,000) square feet for any approved two story residential structure. No more than one (1) dwelling shall be built on any lot or building site, however, nothing shall prohibit the subdividing of a tract and any subdivided tract shall be subject to the same restriction. Declarant reserves the right to approve up to a ten (10) percent reduction in the square footage requirement, which approval is solely in the discretion of the Declarant.

ARTICLE V

Building Location. All building locations must comply with Franklin County setback requirements.

ARTICLE VI

Road Maintenance Agreement. The two 31.35-foot private easements shown on said recorded map, between Tract 1 and Tract 2, shall be maintained by the individual tract owners, with each tract paying its pro rata share of the cost of maintaining said easement.

ARTICLE VII

Term. 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 on which the Declaration is filed for registration in the Registry of Franklin County, after which period said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part; provided, however, that any such instrument must be recorded within a six (6) month period preceding the end of the twenty-five (25) year period or a ten (10) year extension period.

ARTICLE VIII

Severability. Invalidity of any one (1) of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, 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 covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

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[SIGNATURE PAGE FOLLOWS]**

Ben A. Williams (seal)
Ben A. Williams

State of North Carolina
County of Wake

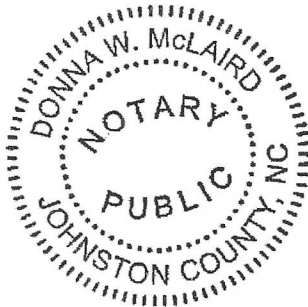
I, the undersigned Notary Public for the aforesaid County and State, do hereby certify that **Ben A. Williams**, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and official stamp or seal this 12th day of February, 2020.

Donna W. McLaIRD
Official Signature of Notary

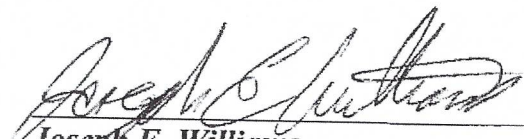
Donna W. McLaIRD
Notary's printed or typed name Notary Public

(Official Seal)



My commission expires: 4-13-2023

IN WITNESS WHEREOF, the Declarants, **Joseph E. Williams, Ben A. Williams, Rhonda W. Stephens, and Hugh Carlton Williams**, have caused this instrument to be executed the day and year first above written by affixing their name and seal thereto.

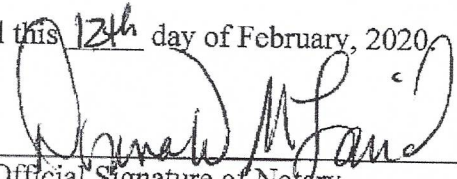


Joseph E. Williams (seal)

State of North Carolina
County of Wake

I, the undersigned Notary Public for the aforesaid County and State, do hereby certify that **Joseph E. Williams**, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and official stamp or seal this 12th day of February, 2020.



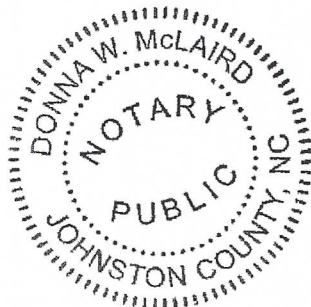
Official Signature of Notary

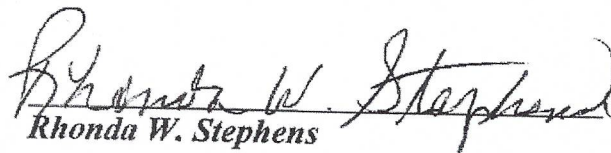
Donna W. McLaure

Notary's printed or typed name Notary Public

(Official Seal)

My commission expires: 4-13-2023

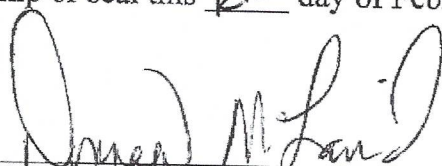



Rhonda W. Stephens (seal)

State of North Carolina
County of Wake

I, the undersigned Notary Public for the aforesaid County and State, do hereby certify that **Rhonda W. Stephens**, personally appeared before me this day and acknowledged the due execution of the foregoing document.

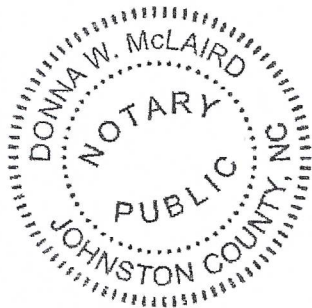
WITNESS my hand and official stamp or seal this 12th day of February, 2020.


Official Signature of Notary

Donna W. McLaIRD
Notary's printed or typed name Notary Public

(Official Seal)

My commission expires: 4-13-2023

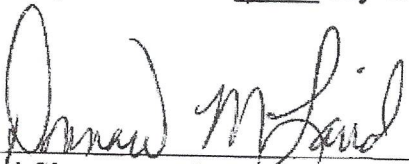



Hugh Carlton Williams (seal)

State of North Carolina
County of Wake

I, the undersigned Notary Public for the aforesaid County and State, do hereby certify that **Hugh Carlton Williams**, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and official stamp or seal this 12th day of February, 2020.


Official Signature of Notary

Donna W. McLaIRD
Notary's printed or typed name Notary Public

(Official Seal)

My commission expires: 4-13-2023

