

PREPARED BY AND HOLD FOR: WARREN, PERRY, ANTHONY & COOK

NORTH CAROLINA

FRANKLIN COUNTY

PROTECTIVE COVENANTS
FOR
RICHLAND NORTH SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS made this 14 day of November 1994, by R. NEIL HOLDEN, hereinafter called OWNER, of Franklin County, North Carolina;

W I T N E S S E T H:

WHEREAS, OWNERS are the owner of the real property described below and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

NOW, THEREFORE, OWNERS hereby declare that the following described real property located in Youngsville Township, Franklin County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth. This real property is described as follows.

Being all of Lots 1 through 17 of Richland North Subdivision as shown on that plat recorded in Plat Record C-3, 1994-304, Franklin County Registry

All lots will be used for residential purposes only, and each lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two and one half stories in height and an attached garage for not more than two cars. More than one lot may be used as one building site if approved in writing by Owner, or such other person designated by Owner.

All single level dwellings shall have a heated, enclosed ground floor area of at least 1,500 square feet, and a garage, or if no garage must have an enclosed heated ground floor area of at least 1,600 square feet. Basements, porches, and stoops shall not be included.

All 1 and 1/2 stories shall have a heated, enclosed total area of at least 1,500 square feet, and a garage, or if no garage must have an enclosed heated total area of at least 1,600 square feet. Basements, porches, and stoops shall not be included.

Dwellings of two stories must have a heated, enclosed floor area of a least 1,800 square feet, not including basements, porches, screened porches, garages, carports or stoops.

No dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right of way) than 30 feet, and no dwelling shall be located less than 10 feet from any side property line, or less than 25 feet from any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, PROVIDED, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site. Set back lines for a lot may be waived or altered by Owner by a document properly recorded in the Franklin County Register of Deeds.

The roof pitch for a dwelling and for a garage shall be 7 x 12. All roof shingles shall be dimensional type shingles or such other shingles as approved by Owner.

Any satellite dish located on the property must first be approved by Owner. To obtain approval of Owner dimensions of the satellite dish and its location must be presented to Owner.

No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a residence if there is not client or customer traffic to the office.

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 building site any time as a residence, either temporarily or permanently. No trailer or mobile home shall be placed on any building site covered by these covenants.

Easements for installation and maintenance of utilities and

drainage facilities are reserved as shown on the recorded plat. and over the rear ten feet of each lot and five feet on each side line unless these are in excess of such distances on the recorded plat, in which case the plat shall control. 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

In the event that a dwelling does not meet proper set back lines in these restrictive covenants, such violation may be waived by the execution and recording of a waiver signed by Owner. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Lot owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other lot owners.

No lot or portion shall be dedicated or used for a public street.

No lot in the subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner from splitting a lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot smaller, so long as the smaller lot has at least 30,000 square feet in area.

Adequate off street parking shall be provided by the owner of

each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision. All boats, travel trailers and campers shall be kept behind the owners' residence.

All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not be visible.

In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence, outside lighting, screen planting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by Owner, or by such other persons designated by Owner. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to him, such approval will not be required, and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plat plan showing location of house, specifications, and design of driveway.

The owner of any building site containing an approved dwelling may erect one out building thereon provided that he first submits plans and site locations for such structure to Owner, or to such persons designated by Owner. Such plans shall be approved, or shall be deemed to have been approved as provided in the preceding paragraph.

A Sign easement has been reserved on Lots 1 and 17 as shown on the recorded subdivision plat.

All lots upon which a dwelling is being constructed must have

a concrete driveway from the road to at least the front line of the dwelling. Location of this concrete driveway must be approved by Owner.

Any damage caused to the roadways by driveway connections, heavy trucks and machinery or abuse shall be repaired at the expense of the property owner responsible, or whose agents or invitees responsible, for said damages.

Owner reserves 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.

Enforcement of these covenants shall be by proceeding 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.

Invalidation of any one 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 prevent the enforcement of such covenant or covenants in the future.

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 years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, OWNERS have hereunto set their hands and seals, this the 14 day of NOVEMBER, 1994.

R. Neil Holden
R. NEIL HOLDEN

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the aforesaid County and State, do certify that R NEIL HOLDEN, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 14 day of November 1994.

Joan S. Black
NOTARY PUBLIC

My Commission Expires: 3-24-99



STATE OF NORTH CAROLINA, FRANKLIN COUNTY
The foregoing certificate(s) of Joan S. Black, A

is/are certified to be correct.

Notary(y) (ies) Public,

This instrument was presented for recording this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 1007, Page(s) 47-52

This 14th day of November, A.D., 19 94, at 3:30 o'clock P.M.

MARTHA D SHEARIN, REGISTER OF DEEDS

By

Kay S. Hurd
Asst. Deputy Register of Deeds