

✓ John M. McDaniel
8141 Holly Forest Road
Wake Forest, NC 27587

PREPARED BY WARREN, PERRY & ANTHONY

NORTH CAROLINA

PROTECTIVE COVENANTS OF
WOODCROFT SUBDIVISION PHASE 1, MAPS 1 AND 2

FRANKLIN & GRANVILLE COUNTY

KNOW ALL MEN BY THESE PRESENTS that John M. McDaniel and John M. McDaniel, Trustee, Wakecroft Developers, Ltd. Pension Plan, Sub Account for John M. McDaniel, as owner, does hereby agree and covenant with all persons, now owning or hereafter acquiring property in Woodcroft Subdivision, Phase 1, Map 1, Lots 1-19 and Lots 153-170 or any part thereof as shown on a map recorded in Plat Book 1999, Page 34, Franklin County Registry and Phase 1, Map 2, Lots 65-68, Lots 70-96, Lots 140-151A and 151B and Lot 152 or any part thereof as shown on maps recorded in Plat Book 23, Pages 57 and 58, Granville County Registry, that said real property is hereby subjected to the following Protective Covenants

1 LAND USE. All lots shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one approved detached single-family dwelling not to exceed two and one-half stories in height and approved garages and approved outbuildings. If a garage is constructed, it must be attached to the dwelling and it must be for no more than three cars unless otherwise approved by John M. McDaniel. No tent, basement, garage, trailer, mobile home, motor home, camper, shack or barn shall be used on any tract as a residence, either temporarily or permanently. The owners of lots may vary the lines of their lots, but no lot may be subdivided in such manner that the number of lots within the subdivision will be increased. No garage, outbuilding or fence may be constructed before construction of the dwelling.

2 DWELLING SIZE. All dwellings having two or more stories shall contain a finished ground floor living area, exclusive of basements, porches and garages, of 850 square feet or more. All one and one-half story dwellings shall have a finished ground floor living area, exclusive of basements, porches, and garages, of 1200 square feet or more. All one-story dwellings shall have a finished ground floor living area, exclusive of basements, porches and garages of 1600 square feet or more. All split foyers shall have a finished upper level living area, exclusive of basements, porches and garages of 1600 square feet or more. All split-levels or multilevel dwellings shall have a finished living area, on the two upper levels, exclusive of basements, porches and garages of 1600 square feet or more. Any other type of dwelling not mentioned above must have 1700 square feet or more of finished living area, exclusive of basements, porches and garages.

If there is a disagreement about the classification of a particular dwelling, or which portions of a dwelling are considered to be finished living area, or the method of measuring and computing finished living area, the decision of John M. McDaniel shall control.

3. PLAN APPROVAL FOR DWELLINGS, GARAGES AND OUTBUILDINGS. In order to maintain architectural beauty and harmony of external design and appearance in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no dwelling or other structure shall be erected, placed or allowed to remain on any lot until a complete set of plans for the dwelling or other structure has been submitted to and approved in writing by John M. McDaniel. A complete set of plans shall include not less than the following: (1) a general interior floor plan, and (2) elevation views of all four sides of the dwelling or other structure, showing all exterior lines, and showing in WORDS and drawings all types of exterior material to be used, and (3) a pencil sketch showing the approximate location of the house or other structure and a statement of the use to be made of the other structure. In the event that the person to whom said plans are submitted fails to approve or disapprove such plans within thirty days after said plans have been received by him, or, in any event, if no suit to enjoin the erection of such building, or to cause the modification or removal of such building, has been commenced prior to three years after the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The exterior of the dwelling, including the paved driveway entrance apron, or the exterior of other buildings must be finished on or before one year from the date the building permit is issued, or the date construction is begun, whichever is earlier. John M. McDaniel will require two complete sets of the approved plans, one of which will not be returned.

The following specific requirements will be applicable to all structures or dwellings

- (a) Pre-existing dwellings or modular dwellings are expressly prohibited and may not be moved onto any lot under any circumstances. Completely prefabricated dwellings are expressly prohibited and may not be erected on any lot. However, John M. McDaniel reserves the right to approve some prefabricated components in some circumstances. Anyone desiring to use prefabricated components in the construction of a dwelling must clearly and specifically show such components in words and drawings on the house plans they submit for approval. Any prefabricated components not clearly shown on an approved plan are expressly prohibited. Solely John M. McDaniel whose opinion shall be conclusive shall make all decisions concerning the definitions of preexisting, modular, and prefabricated, and all determinations of whether a dwelling fits these definitions.
- (b) Exterior steps on dwellings must be made of brick, except steps to a deck or porch at the rear of the dwelling may be made of wood or other materials.
- (c) Use of logs in any shape or form, as exterior materials will not be permitted.
- (d) Fireplaces, chimneys, and flues in or outside dwellings must be made completely of masonry material and all exteriors exposed portions of chimneys, fireplaces and flues must be made of brick, unless John M. McDaniel approves a different material. However, John M. McDaniel will have the right to permit nonmasonry gas log fireplaces in some situations if he so chooses. If any nonmasonry gas log fireplaces are permitted, it shall be a violation of these covenants ever to convert them to any kind of nonmasonry solid fuel burning fireplaces or to extend any kind of nonmasonry chimney above the soffit or roof of the house. If any nonmasonry gas log fireplaces are permitted, they must be either unvented, direct vent or have a metal vent or flue that is not over eight inches in diameter and does not extend more than 24 inches above the roof.
- (e) No metal roofs will be permitted on dwellings except copper roofs.
- (f) Common cinder block is specifically prohibited for any exterior use on dwellings, including exterior foundation, unless covered with brick.
- (g) Dwellings that are narrow at the front, or otherwise give an appearance of being narrow compared with the width of the tract of land, in the opinion of John M. McDaniel, will not be permitted.
- (h) Each dwelling must have a concrete driveway entrance apron at least 4 inches thick, 12 feet wide and extending at least 12 feet from the edge of the asphalt road. Driveway entrance aprons made of materials other than concrete will not be permitted unless approved in writing by John M. McDaniel.
- (i) If there is a disagreement about approval of plans or building materials for any dwelling, garage or outbuilding, the decision of John M. McDaniel will control.
- (j) All LP gas tanks must be buried underground, except LP gas tanks 120 gallons or smaller may be above ground provided they are behind the dwelling and not visible from the street.
- (k) 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 to be visible.
- (l) All mailboxes and paper boxes on the road right of ways must meet N.C. Department of Transportation and United States Postal Service standards, regulations and requirements. John M. McDaniel will have the right to remove any mailboxes and/or paper boxes he feels are not in compliance if the owners don't correct all problems with them promptly and properly when asked to do so. Other than complying utilities, drainage facilities, signs, driveways, mailboxes and paper boxes, no structures or plantings, other than grass, shall be placed or permitted to remain anywhere on the road right of ways. No one will be allowed to stop or impede the flow of water, or change or divert the direction of the flow of water in the road ditches and drainage channels without the written consent of the N.C. Department of Transportation and John M. McDaniel.

4 DRIVEWAYS All driveways extending into the road right-of-way must be installed to

meet N C Department of Transportation specifications and requirements. All driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete and have a diameter of 15" or more. All driveways are to be graded so that water will drain away from the asphalt street to the pipe and ditch and not onto the street. All driveways must be maintained by their owners in a proper manner to continue to meet all the above requirements and to prevent gravel, dirt and mud from spilling or tracking onto the asphalt streets. All driveways must have a concrete entrance apron as previously described in Paragraph 3(h). The driveway on Lots 11 and 15 must connect to Charleston Court and not to Longwood Drive. The driveway on Lot 169 must connect to Longwood Drive and not to Sid Mitchell Road. John M. McDaniel will have the right to make whatever changes are necessary, at the property owner's expense, to correct a driveway entrance into the road right-of-way that, in his opinion, does not meet all these requirements.

5. OUTBUILDINGS. The owner of any lot on which is located an approved dwelling may erect one or more outbuildings on such lot. Such outbuilding will be subject to the provisions of Paragraph 3 above and the sub-paragraphs thereto. The exterior of the outbuilding must be finished on or before one year from the date the building permit is issued, or the date construction is begun, whichever is earlier.

6. STORAGE & PARKING. No trade materials or inventories may be stored upon any lot or street in the subdivision. This provision shall not be construed to include topsoil or dirt stockpiles or other road construction materials temporarily stored on a lot or lots by John M. McDaniel. No building materials, other than materials for the construction of driveways may be placed or left anywhere on the roads or road right of ways at any time. Any time after a driveway has been installed, or after the construction of a house has begun, owners of all lots must provide adequate off road parking for all vehicles of all kinds and the parking of any vehicles of any kind on or along the roads of the subdivision will not be permitted.

7. SIGNS. No signs or billboards shall be erected or maintained on the premises unless approved in advance by John M. McDaniel. If any signs are permitted, they must be placed an adequate distance behind the road right of way so as not to be in the way of mowing and maintenance activities on the shoulders and road banks, and they must be kept well maintained and mowed or trimmed around. Any signs not approved or properly maintained, in the opinion of John M. McDaniel, may be removed. John M. McDaniel reserves the right to place and maintain street name signs and stop signs at all intersections; and subdivision entrance signs with decorative plantings, borders, and fences or any other additions he deems appropriate for proper subdivision entrance, and street and subdivision name identification purposes on Lots 1 and 169 at the intersections of Longwood Drive with Sid Mitchell Road. John M. McDaniel also reserves the right to place and maintain lot number and size identification signs and for sale and/or sold signs he deems appropriate on all vacant lots, and to place and maintain small directional signs at locations of his choosing, at intersections, to point the way to his additional lots, if any, available for sale.

8. FENCES & WALLS. No fence, wall, hedge, or mass planting shall be erected or permitted to extend closer to the front lot line than the front of the dwelling on any lot, other than a split-rail fence having two (2) or three (3) rails, unless approved by John M. McDaniel. All fences and walls must be placed at least six inches inside the property lines of their owners. All trees, shrubs, hedges, and mass plantings must be planted at least three feet inside the property lines of their owners. John M. McDaniel will have the right to spray along any fences or walls joining vacant lots with Roundup or other similar herbicide if the owner of the fence or wall doesn't keep both sides of the fence or wall mowed, trimmed and well-maintained.

9. AERIALS AND ANTENNAS. No communication poles, satellite dishes or aerials, "ham" radio towers or other form of communication tower, pole or device will be permitted on any lot unless approved by John M. McDaniel. A customary television antenna located on the roof of the house is not prohibited.

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

11. APPEARANCE. Each owner shall keep his lot free of weeds, tall grass, undergrowth, dead trees, junk, inoperable vehicles, trash and rubbish and otherwise properly maintained, so as to present a pleasing appearance. If any owner of a vacant lot fails to keep his lot properly maintained in the opinion of John M. McDaniel, then John M. McDaniel will have the right to go onto the lot and do whatever he believes is necessary to correct the situation. Also, each owner shall keep all grassed areas of the road right of way between his lot and the asphalt street well stabilized with a good cover of grass and properly mowed, trimmed and well maintained.

Also, each owner shall be responsible to see that during any construction on his lot that unreasonable and excessive amounts of mud and dirt are not tracked onto the paved roads, excessive and unreasonable amounts of trash and debris from his construction are not allowed to get on or be left on the roads, road right of ways or adjoining lots, and vehicles related to his construction are not allowed to park on or along the roads and cause damage to the roads and/or shoulders of the roads. If any of these situations or conditions occur, the owner of the lot and/or his contractor and subcontractors will be asked to take all corrective action necessary to correct the problems and/or repair any related damages. If an owner and/or his contractor and/or subcontractors do not act responsibly to correct all problems addressed above in a prompt and satisfactory manner, in the opinion of John M. McDaniel, then John M. McDaniel may have the needed work done and, the cost thus incurred by him, shall be paid by the owner of said lot.

It shall be the responsibility of the owners of Lot 1 and Lot 169 to maintain clear of any objects, tall vegetation, or anything else that would obstruct visibility, that portion of their respective lots that is shown on the recorded map as necessary for sight distance to facilitate the safe travel of all persons traveling the intersection of Longwood Drive and Sid Mitchell Road. If the owners of said Lots 1 and 169 fail to maintain this area for sight distance in a responsible manner, then John M. McDaniel or any other interested party may maintain said area for sight distance in whatever manner they believe is best, and recover reasonable compensation for all work done from the owners of said lots.

12 NEUSE RIVER BASIN BUFFER RULES Neuse River Basin Buffer Rules as adopted by the North Carolina Environmental Management Commission apply to all areas shown on the recorded maps as drainageway buffers.

13 MOTOR BIKES. In order to maintain a good cover of grass and vegetation on the banks and shoulders of the roads and to prevent soil erosion, no motor bikes, 3 wheelers, 4 wheelers, go carts or other similar recreational vehicles, licensed or unlicensed, may be operated on the banks or shoulders of the roads. In order to promote safety and prevent noise pollution and offensive activities, no motorbikes, three wheelers, four wheelers, go-carts or similar vehicles or other noisy vehicles, licensed or unlicensed, may be operated on any of the streets at any time or on private property in Woodcroft Subdivision unless they are well-muffled, except this provision shall not apply to construction or maintenance vehicles being used for construction or maintenance purposes.

14 NUISANCES No noxious or offensive activity or condition shall be permitted upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15 EASEMENTS An easement is reserved over the rear 10 feet of each lot and over a strip 5 feet in width along the sidelines of each lot for the installation of utilities and drainage facilities. In the event that any owner of two or more adjacent lots shall prepare plans for the construction of a house on the line separating two or more such lots, John M. McDaniel shall be authorized to release said 10 foot easement by a proper written instrument duly recorded in the Franklin and Granville County Registry. In the event any lot line is changed, the easements specified above shall apply to the lot as changed; provided that this provision will not apply to easement areas on which permanent drainage or utility facilities have been installed, unless the owners of such lots relocate the drainage or utility facility at their own expense and such relocation does not interfere with the rights of the owners of other property within this subdivision in services rendered by the easements herein created. Such relocated easement shall be the same width as the original easement. No easement shown on the recorded plat as a drainage easement will be changed or canceled by anyone without the written consent of the North Carolina Department of Transportation. 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.

16 ADDITIONAL UTILITY EASEMENTS. John M. McDaniel will have the right to convey from time to time, as he deems necessary and appropriate, small portions of lots he owns in Woodcroft to power companies, telephone companies, cable TV companies, utility or communication companies for the placement of equipment necessary for the services such companies provide to the subdivision. These conveyances may be either by deed or easement.

17 TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT John M. McDaniel (or others working for him) will have the right to go onto the lots in the subdivision to the extent he believes necessary to perform any type of work necessary to facilitate getting final approval by any

authorities regulating drainage, environmental, or soil erosion matters or to facilitate getting the North Carolina Department of Transportation to accept any of the roads for addition to the state system for maintenance. These activities will be as limited as possible and will usually be conducted adjacent to or fairly near the road right of way. Once all authorities having jurisdiction in said matters have given final approval and the North Carolina Department of Transportation has accepted the subdivision roads for maintenance this easement will become null and void.

18 TEMPORARY OFFICE AND/OR STORAGE AREA. John M. McDaniel reserves the right to place and maintain a temporary sales or construction office and/or set up and maintain a temporary storage area for vehicles, equipment and materials upon any lot owned by him until all of his lots are sold.

19 PUBLIC STREET. No lot or portion thereof shall be dedicated or used for a private or public street by anyone other than John M. McDaniel without the written consent of John M. McDaniel.

20 GRANT OF AUTHORITY. John M. McDaniel reserves the right to grant all powers and authority that he may have in this subdivision to any person, firm or corporation that he so desires. Such grant of powers and authority may be made by written instrument duly executed by John M. McDaniel and recorded in the Franklin and Granville County Registry.

21 OTHER PROPERTY. No property other than that described above shall be deemed subject to these Protective Covenants until specifically made subject hereto. John M. McDaniel may from time to time, subject additional real property to the Protective Covenants and Restrictions herein set forth by appropriate reference hereto.

22 ENFORCEMENT. 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 violation or to recover damages.

23 INVALIDATION. 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.

24 AUTOMATIC EXTENSION. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

25 For so long as John M. McDaniel either individually or as Trustee owns at least one lot in the above described subdivision, then he shall have full authority to waive any requirement or requirements in these Restrictive Covenants by recording in the appropriate county register of deeds office instrument waiving the requirement.

IN WITNESS WHEREOF, OWNERS have hereunto set their hands and seals, this the 11th day of February, 1999.

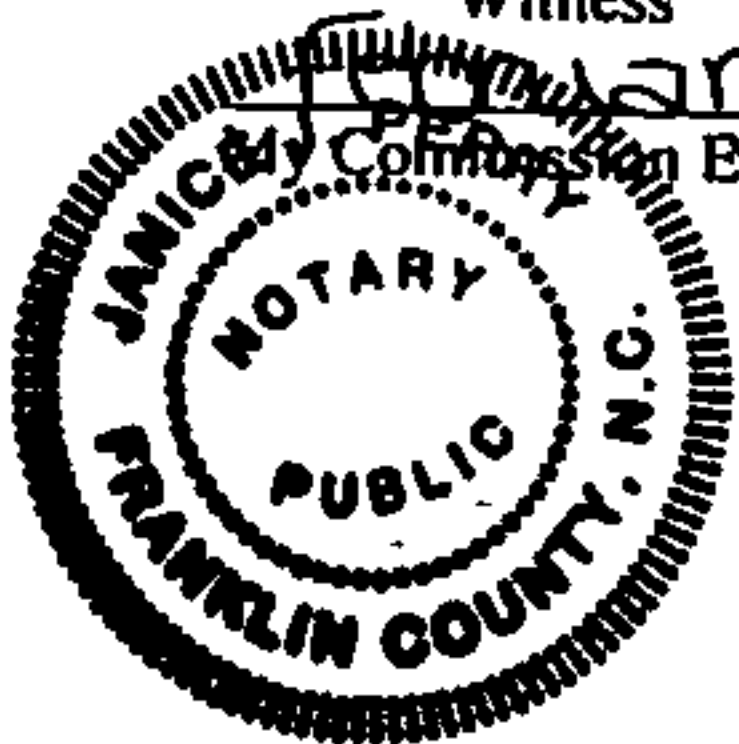
John M. McDaniel
JOHN M. MCDANIEL

John M. McDaniel, Trustee
JOHN M. MCDANIEL, TRUSTEE

NORTH CAROLINA - WAKE COUNTY

I, A Notary Public of the County and State aforesaid, certify that JOHN M. MCDANIEL and JOHN M. MCDANIEL, TRUSTEE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamps or seal, this 11th day of February, 1999.



Commission Expires 2/12/2002

Janice G. Perry
NOTARY PUBLIC

BK 1131 PG 0206 172

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Janice J. Perry, a

Notar(y) (ies) Public,

is/are certified to be correct

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 1131, Page(s) 201-206

This 12th day of February, A.D., 19 99 at 4:30 o'clock P. M.

KAY S. HUNT, REGISTER OF DEEDS

By

Beth Sharrington

Asst. Deputy Register of Deeds

Kay S. Hunt

