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Franklin County North Carolina
Brandi S. Brinson, Register of Deeds
BK 2370 PG 569 - 573 (5)

North Carolina

Franklin County

**Declaration of Restrictive Covenants and
Private Road Maintenance Agreement**

This Agreement, made and recorded this 22 day of September, 2022, by Robert Chad Ray, Successor Trustee of The George R. Ray and Betty B. Ray Joint Irrevocable Trust dated April 23, 1998, being the owner of real property along Heritage Trail in Dunn Township, Franklin County, North Carolina, said Trust hereinafter referred to as Declarant.

WITNESSETH

THAT WHEREAS the Declarant is the owner of Real Property located in Franklin County, hereinafter referred to as the Property or the Lots, which is more particularly described as

Heritage Woods Lots was recorded in office of Register of Deed in Franklin County, NC at Plat, Record, File1, Slide 114A on March 8, 1979. Recorded at Franklin Country Register of Deeds by.

Heritage Woods is being recombined and recorded with 5 lots with a letter the road still meets all requirements at 60 ft easement on Heritage Drive.

A report is included for research done and a copy for Private Road Type II agreement with restrictions to be recorded when new map recorded.

Book 2022, Page 340, Recombination map

THAT WHEREAS the Declarant intends to transfer the Property to others subject to this Declaration of the easements and restrictions as set forth herein to provide for the preservation and enhancement of the Property values, and for the maintenance and improvements there, and to that end desires to subject Lots ~~15.45~~ gross acres, Lot 2, 0.847, Lot 3 10.951, Lot 6, ~~4.20~~ Lot 8, 1.098, to the Easements and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements and restrictions, which are for the purpose of preservation and enhancement of the Property values, and for the maintenance and improvements thereon, and which shall run with the Property being binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successor and assigns, and shall inure to the benefit of each owner thereof.

1. Maintenance of the sixty (60) foot Private Road known as Heritage Trail. Declarant shall maintain the (60) foot Private road until the time each Lots have been transferred from Declarant. As the Lot is transferred from Declarant, from that time forward, the owner of the lot will share in the maintenance of their part and they will be equally responsible for the cost of maintenance and repair of the of their side of the Private Road including any costs associated with streetlights along the road provided by any electric utility company. Maintenance and repair or the road shall be in accordance with Franklin County Ordinance for Franklin County North Carolina effective at the time of recordation of this Agreement. Any portion of the sixty (60) foot Private Road shall be kept mowed to a reasonable length and free from vegetation, trash and debris; and, It is understood that unless otherwise agreed, any improvements to the easement or private road which are not for maintenance or repair shall be the sole responsibility of the owner or owner(s) responsible for the cost of such improvement. Any changes to the Private Road the caused by driveway connections, by heavy trucks or machinery, or by abuse of the road shall be repaired at the expense of the owner responsible for such damage. No owner shall undertake any action which unreasonably blocks access of any other owner from use of the easement or private road.
2. Land Use and Building Type. All Lots shall be used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, and a private garage for not more than four (4) cars, other out-buildings incident to allowed Animals or residential use of the lot. No Lot shall be used for any Commercial Use.

12-15-23

3. Dwelling Size. The minimum ~~needed~~ ^{1st floor} square footage of a dwelling may not be less than 2,000 square feet.
4. Building Setbacks/Location. No dwelling shall be erected or maintained on any lot outside of the building envelope shown on the recorded plat of the property or as otherwise required or permitted by the zoning ordinances of Franklin County. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, by windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinances of Franklin County as it exists as of the date of issuance of a certificate of occupancy for such dwelling.
5. Temporary Structures. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, shack, tent, garage, or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently.
- 12-15-23 6. Animals. Dogs, cats, other household pets, horses or livestock animals may be kept or maintained provided that they are not kept or maintained for commercial purposes. An Owner shall be limited to ~~one~~ (3) livestock animal or horse per 3 acre of quality forage or pasture as long as the lot is sufficiently fenced as to contain the animal. Black post and four string wire or black board fence. Lots over 3 acres / 1 barn allowed
7. Septic Tanks and Wells. Septic Tanks and Private Wells shall be permitted on the Lots so long as they are approved and permitted by the applicable governmental entity.
8. Maintenance of Lot/Construction. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage or destruction; provided, however, that if the structure damage is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure.
All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.
9. Parking/Driveways and Parking Pads/Abandoned Vehicles. Vehicles (including Boats and Campers) may be parked or stored only on portions of a lot improved for that purpose, i.e., garage, driveway, carport or parking pad. Any driveway or parking pad constructed upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, gravel, or brick pavers. Boats and Campers or Commercial Trucks shall not be parked or stored on the Private Easement.

10. Street Lighting. Declarant reserves the right to subject the property to a contract for installation of street lighting, which requires a continuing monthly payment by each residential customer for such lightings.
11. Subdivision of the Lots. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat.
12. Enforcement. Enforcement of these Covenants shall be by proceedings at law or in equity by and Lot owner against any person or persons violating or attempting to violate any covenant herein and enforcement shall be either restrain violation and/or recover damages resulting therefrom.
13. Term. These Covenants shall run with and bind the land and all owners thereof for a period of twenty-five (25) years from the date these Covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These Covenants may be amended only by an instrument signed by the then-owners of not less than One-hundred percent (100%) of the lots..
14. Maintenance on Lot/Construction. Construction of any residential structure must be completed under supervision of a Licensed North Carolina General Contractor. Owners shall keep their lots in an orderly condition and shall keep the improvements there on in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage or destruction; provided, however, that if the structure damage is not part of or attached to the residence constructed on such lot, the owner may at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure. All construct, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and not partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.

IN TESTIMONY WHEREOF, the party hereto has set his hands and seal the day and year first shown above.

The George M. Ray and Betty B. Ray Joint
Irrevocable Trust U/A/D April 23, 1998

 Trustee
(SEAL)

By: Robert Chad Ray, Successor Trustee

12/15/22

NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid county and state, do hereby acknowledge that Robert Chad Ray, Successor Trustee of The George M. Ray and Betty B. Ray Joint Irrevocable Trust U/A/D April 23, 1998 personally appeared before me this day and acknowledged the due execution of the foregoing document.

This th 15 of July, 2024

Andrea D Stevens (SEAL)

