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Fee Amt \$26.00 Page 1 of 7

Franklin County North Carolina  
Brandi S. Brinson, Register of Deeds  
BK 2238 PG 218 - 224 (7)

NORTH CAROLINA  
FRANKLIN COUNTY

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
PILOT RIDGE SUBDIVISION

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PILOT RIDGE SUBDIVISION** is made this 29<sup>th</sup> day of December, 2020 by and between Louisburg Development Corporation, hereinafter referred to as "Declarant", for the benefit of purchasers of lots in Pilot Ridge Subdivision, hereinafter referred to as "Owner" and/or "Owners",

WITNESSETH:

THAT WHEREAS the Declarant is the Owner of a certain tract of land located in Dunn Township, Franklin County, North Carolina to be known as "Pilot Ridge Subdivision" which is more particularly described on Exhibit A attached hereto and specifically made a part hereof (the "Property"); and

WHEREAS, the Declarant intends to develop single family residential homes within the Property; and

WHEREAS, the Declarant desires to ensure the attractiveness of the Property and prevent and future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Property and to provide for the maintenance and upkeep of all Lots as hereinafter defined; to this end, Declarant desires to subject the Property described in Exhibit A attached hereto to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof.

NOW, THEREFORE, the Declarant, by this Declaration of Covenants, Conditions and Restrictions for Pilot Ridge Subdivision (the "Declaration") does declare that all of the Property described on Exhibit A attached hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the Property and be binding upon all parties owning any right, title or interests in said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I DEFINITIONS**

SECTION 1.1 "Property" shall mean and refer to that certain tract of land described on Exhibit A attached hereto and incorporated herein.

SECTION 1.2 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property on which such plot appears (provided such map has been approved by the Declarant).

SECTION 1.3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which has been made subject to this Declaration, including contract sellers, but excluding those having such interest merely as security for an obligation.

SECTION 1.4 "Declarant" shall mean and refer to Louisburg Development Corp., a North Carolina corporation, and its successors and assigns, if any, to whom the rights of Declarant hereunder are expressly transferred hereunder, in whole or in part, and such assigned rights shall be subject to such terms and conditions as the Declarant may impose.

## **ARTICLE II INSURANCE**

Immediately prior to starting construction of a residence upon a Lot, the Owner shall have in effect a fully paid builder's risk insurance policy. Immediately upon completion of the residence the Owner shall have a fully paid fire and extended coverage policy of insurance or homeowners insurance policy covering the residence. Said insurance policies shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction to the dwelling and/or improvements from any hazard.

In the event a residence is partially or totally destroyed by fire or other casualty, the Owner shall rebuild, repair or restore such damage or destroyed portions of the residence to essentially the same condition and appearance, including using the same or substantially similar building materials, as existed immediately prior to the partial or total destruction or shall clear and remove all debris from the Owner's Lot if the residence is not rebuilt. Any repair, restoration or demolitions shall be commenced promptly after the casualty.

## **ARTICLE III DECLARANT CONTROL AND USE RESTRICTIONS**

Section 3.1 Declarant Control. No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Property or any Lot, nor shall any exterior addition to or alteration thereof be made, nor shall any repair be made thereto, nor shall any building, wall, fence, other structure or improvement be rebuilt or restored after destruction by any hazard or otherwise, until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Declarant. The builder or contractor for any construction to be performed on the Property must also be approved by the Declarant in writing. In the event the Declarant fails to approve or disapprove submitted plans and specifications of the builder or contractor within sixty (60) days after said plans and specifications of builder or contractor have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

In addition, the Declarant reserves the right to subject the Property to contract with one or more utility service providers for the installation of street lighting or other services, in the sole discretion of the Declarant, which services shall require an ongoing periodic payment to said utility service providers by each individual Owner.

### Section 3.2 Use Restrictions

(a) Each Lot as set forth herein and approved by the appropriate municipal authorities shall be used for single family residential purposes only. The lay of the Lots as shown on any recorded plat of all or part of the Property shall be substantially adhered to, provided, however, that with the prior written approval of the Declarant, its successors and assigns, the size and shape of any Lot may be altered, provided that no Lot or group of Lots may be re-subdivided so as to produce a greater number of Lots than as set forth on any recorded plat of the Property. A residence may be constructed on more than one Lot provided the location of any structure permitted thereon is approved in writing by the Declarant.

(b) All structures shall comply with applicable zoning restrictions and regulations of Franklin County, North Carolina.

(c) No residential structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two stories in height, a private garage for not more than three private passenger vehicles, and other outbuildings reasonably incidental to normal residential use thereof. Mobile homes, double-wide mobile homes, modular homes and log cabin homes may not be erected, altered, placed or permitted to remain on any Lot. Homes built on any Lot shall meet the following requirements unless prior approval is granted by the Declarant in writing: (i) minimum of 1400 square feet of total floor area for one-story or one-and-one-half story residential structures, and minimum of 1800 square feet of total floor area for two-story residential structures, and in both instances such square footage to be exclusive of porches, basements and garages, (ii) roof pitch of a minimum of 7/12, (iii) minimum interior ceiling height of eight (8) feet, (iv) subflooring and floor joist must be of wood construction, (v) home must meet the North Carolina State Building Code for single-family homes. Further, all driveways and parking areas shall be paved (concrete or asphalt) from the street to each house, except as otherwise permitted in the sole discretion of the Declarant, provided that in all instances the apron from the street to the property line is paved with concrete.

(d) No structures of a temporary character, including but not limited to trailers, tents, mobile homes, recreational vehicles, shacks, garages, barns or other out-buildings shall be used on any portion of the Property at any time as a residence, either temporary or permanent, with the exception that a garage or out-building may be used for residential purposes so long as the occupant of such garage or out-building is related to the Owner by blood or through marriage and the prior written approval of the Declarant has been obtained.

(e) Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions and provisions herein.

(f) Notwithstanding any provision in this Declaration to the contrary, it shall be expressly permissible for the Declarant or the builder of said residences to maintain during the period of construction and sale of said residences, upon such portion of the Property, as Declarant deems necessary, such facilities as in the sole pinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said residences, including but without limitation a business office, storage area, construction yard, "For Sale" signs, model units and an sales office.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other usual household pets may be kept by the respective Owners on their respective Lots so long as they are confined within a fence (including an electric fence) when left unattended outside the residence, and provided that they are not kept, bred or maintained for any commercial purposes and do not endanger the health of, or disturb or constitute a nuisance to the Owner of any other Lot or resident thereof. Notwithstanding anything herein to the contrary, no residence shall be allowed more than four (4) pets, and

under no circumstances shall any pet be tethered or secured with any rope, chain, cable or other attached restraint on any Lot.

(h) No signs of any kind shall be erected, placed or permitted to remain on the Property, except as specifically permitted in paragraph (f) above. No billboards, unsightly objects or visual or auditory nuisances shall be erected, place, installed or permitted to remain on the Property. The Property shall not be used in any way or for any purpose which may endanger the health of or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted in any residence or on any portion of any Lot without the prior written approval of the Declarant. The foregoing shall not apply to the Declarant, its agents or assigns, during the construction and sales period as provided in Paragraph (f) above.

(i) All equipment, garbage cans, pet pens, pet yards and pet houses, shelters for wood and other fuel, clothes racks and clothes lines, service yards, wood poles, storage piles and air conditioning and heating units and other structures or objects determined by the Declarant to be of an unsightly nature or appearance shall be kept in areas specifically designated in writing by the Declarant or screened by adequate planting or fencing so as to conceal them from view of adjoining residences and the adjacent streets of the Property, which screening, planting or fencing shall be specifically approved in writing by the Declarant. All garbage, trash or rubbish shall be stored in covered trash cans and regularly removed from the Property and shall not be allowed to accumulate thereon.

(j) No building, fence, wall, mailbox, outside lighting, entrance markers or pillars, newspaper boxes, storm windows, screens, plantings, pet pens, pet houses or other improvement shall be erected, place, maintained or altered on any Lot until approved in writing by the Declarant.

(k) Satellite dishes, TV antennae or similar receivers must be installed, screened from view and/or painted to minimize their visual impact on the Property, as approved in writing by the Declarant.

If an Owner wishes to install such receiver on a Lot, the Owner is required to submit in writing to the Declarant plans for such installation showing the location of such receiver, any screening to be provided and the color of such receiver. Upon receipt of such plans, the Declarant shall have a period of five (5) working days in which to approve or disapprove the installation of such receiver. If an Owner is not notified in writing by the Declarant of its decision within such period, it shall be assumed that the installation of such receiver meets all of the conditions of these Restrictions.

(l) All buildings and structures erected upon a Lot shall be of new construction and must be completed within one (1) year after the construction of the same shall have commenced, except where such construction is impossible or would result in great hardship to the Owner or the contractor due to strikes, fires, natural emergencies or natural calamities. During the time of construction of any improvements on any Lot, the Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition.

In the event that construction of an improvement has not been completed within eighteen (18) months from the date construction commenced, the Declarant shall have the right to purchase the Lot, including any improvements located thereon, at the fair market value of the Lot and such improvements. Such fair market value shall be determined by two (2) certified real estate appraisers, one to be retained by the Declarant and the other to be retained by the Owner. In the event that these two real estate appraisers cannot agree on the fair market value of the Lot and its improvements, such real estate appraisers shall name a third real estate appraiser, whose fee shall be paid in equal shares by Declarant and Owner, who shall then determine the fair market value of the Lot and its improvements. Any fair market value determined pursuant to this paragraph shall be binding upon the Declarant and the Owner. The Declarant shall not be required to exercise this option but shall have the right to do so in its sole discretion.

In addition to the remedies set forth in this section, the Declarant and other Owners shall have all other remedies available to them at law and in equity to enforce the provisions of this section.

(m) Any lights located on the exterior of a residence or located anywhere else on a Lot shall not be directed toward any other residence so that said light will shine at or on any adjoining residence.

(n) An Owner shall do no act, nor any work that will impair the structural soundness or integrity of another residence, nor impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other residences or their owners.

(o) Owners of Lots agree to provide adequate off-street parking for their motor vehicles, lawn tractors, watercraft, jet-skis, trailers (including cookers), campers, recreational vehicles, motorized bikes/scooters, or any other vehicles. None of such vehicles are to be parked on the street. Motor vehicles up to half-ton pickup trucks may be parked within a paved driveway, garage or rear yard of a Lot. Lawn tractors, boats, jet-skis, trailers (including cookers), motorized bikes/scooters must be parked either in the rear yard of a Lot or at the farthest end of a paved driveway away from the street so long as such vehicle, when parked in that location, is completely behind the front of the residential structure placed on the Lot. If such vehicle, or any part thereof, despite being parked within a paved driveway, is located in front of the residential structure, such vehicle may only be parked in the rear yard of the Lot. Campers, camping trailers and recreational vehicles shall only be parked within a garage.

If any vehicles are parked in the rear yard of a Lot, such vehicles shall be maintained in such a manner that they do not create an unsightly nuisance to the Owners of adjoining Lots. Without the prior written consent of the Declarant, no more than four (4) vehicles (excluding vehicles which are driven on a daily basis for work or household purposes) may be parked within a paved driveway or the rear yard of a Lot at any one time.

(p) No trade materials or inventories may be stored upon any Lot.

(q) The minimum front, side and rear setback lines shall be the same as set forth on any map of the Property which is recorded in the Office of the Register of Deeds of Franklin County.

#### **ARTICLE IV GENERAL PROVISIONS**

Section 4.1 Enforcement. The Declarant or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, conditions, reservations, easements, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant, restriction, condition, reservation, easement, lien or charge herein contained shall in no way be deemed a waiver or an estoppel of the right to do so thereafter.

Section 4.2 Severability. Invalidation of any one of these restrictions, conditions, covenants, reservations, easements, liens or charges by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4.3 Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns for term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless terminated as provided herein. Except as set forth in Section 4.4 below, this Declaration may be amended by an instrument signed by the Owners of sixty-seven percent (67%) of the Lots. All amendments shall be effective from the date of recordation in the Franklin County Registry. Once an amendment to this Declaration has been executed, recorded and indexed in the Franklin County Registry, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons who thereafter take ownership of any Lot by any means.

Notwithstanding anything in this Declaration to the contrary, this Declaration may not be amended to prevent the development of the Property by the Declarant as it sees fit nor to take away the authority of the

Declarant with regards to architectural control and use restrictions so long as the Declarant is complying with the provisions of this Declaration.

Section 4.4 Right of Declarant to Amend Declaration. Declarant hereby retains the right to amend this Declaration with respect to Article III providing for architectural control and use restrictions, except that Declarant shall not make any amendment allowing the placement of more than one dwelling per Lot or any amendment which would allow any use of a Lot except for single family residential purposes, except as otherwise already expressly provided herein,

Notwithstanding anything in this section to the contrary, the Declarant shall have no further rights to amend this Declaration with respect to Article III which provides for architectural control and use restrictions after the last Lot in Pilot Ridge Subdivision (including subsequent phases thereof) has been sold.

Section 4.5 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make provisions hereby apply to either individuals or entities, or husband or wife, and shall in all cases be assumed as though in each case fully and appropriately expressed.

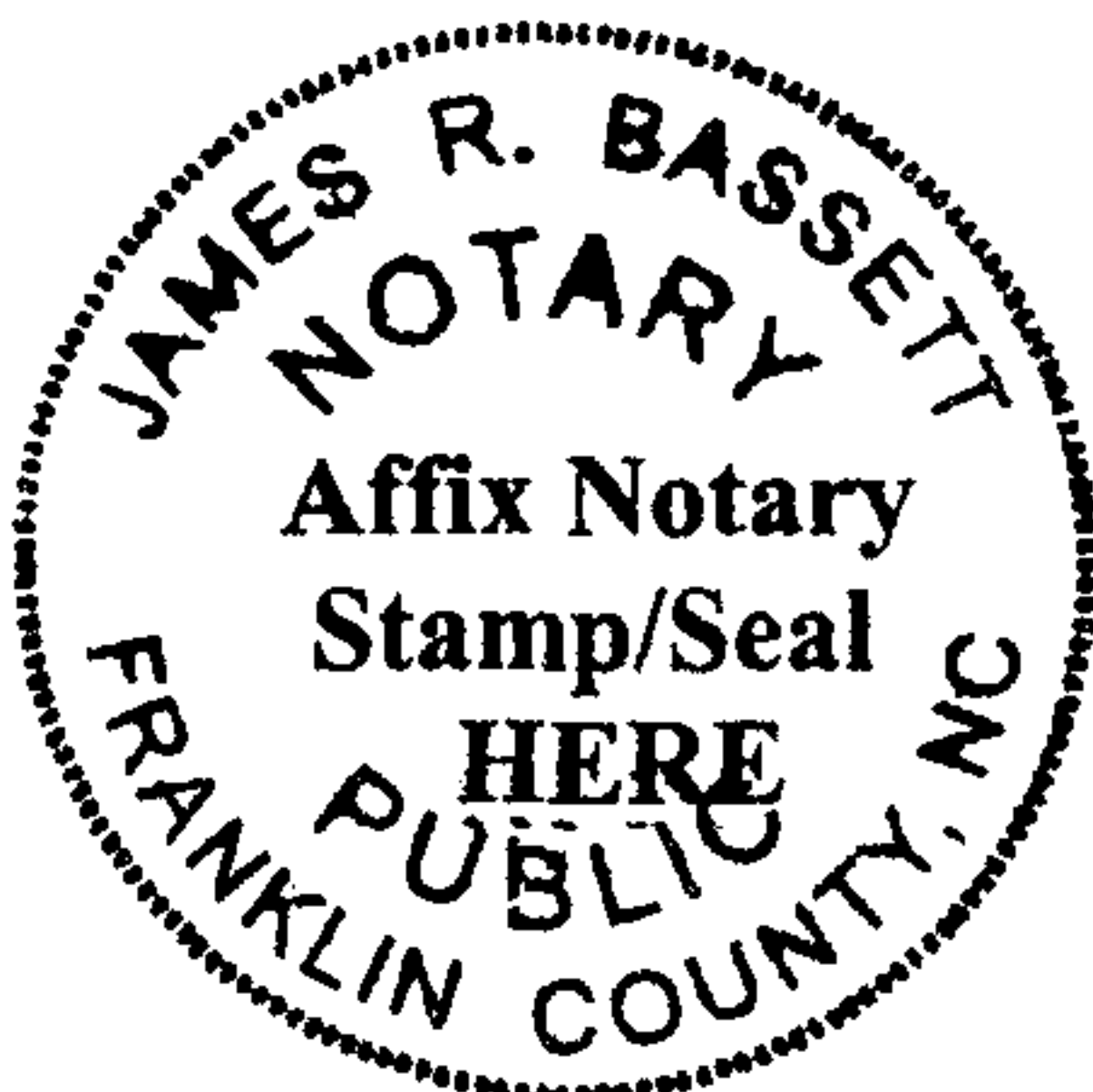
Section 4.6 Governing Law. This Declaration shall be governed by, construed and interpreted in accordance with the laws of the State of North Carolina.

Section 4.7 Road Maintenance. Roads constructed in all phases of this development shall be maintained by the Declarant or its designee until the North Carolina Department of Transportation assumes responsibility for maintenance of such roads. Declarant shall ensure that all roads are incorporated into the North Carolina Department of Transportation Secondary Road Maintenance Program prior to termination of the Declarant Control Period.

IN WITNESS WHEREOF, Louisburg Development Corporation as Declarant has caused this instrument to be signed in its name by its President, all as of the day and year first above written.

LOUISBURG DEVELOPMENT CORPORATION

By: James Edward Shearin  
James Edward Shearin, President



STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [**print name(s)**]:

James Edward Shearin, as President of Louisburg Development Corporation

Date of Notarization: 1/1/21

James R. Bassett  
Notary Public Signature

My commission expires: 10/25/25  
(date)

Print Notary Name Here =====> \_\_\_\_\_

**EXHIBIT A**

All of that certain tract or parcel of land, containing 224.089 acres, as the same is shown on that certain map or plat recorded in Map Book 2005, page 368, Franklin County Registry, including as the same may be further subdivided into individual lots or phases by subsequent recorded plats from time to time.

Submitted electronically by "Brady Law Firm PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Franklin County Register of Deeds.

Prepared by & Mail to: Brady Boyette, PLLC, Douglas Boyette II, 1025 Dresser Court, Raleigh,  
NC 27609

NORTH CAROLINA  
FRANKLIN COUNTY

AMENDMENT TO PROTECTIVE  
COVENANTS  
FOR PILOT RIDGE SUBDIVISION

THIS AMENDMENT TO PROTECTIVE COVENANTS FOR PILOT RIDGE  
SUBDIVISION ("Amendment") made this 1<sup>st</sup> day of July, 2021, by Louisburg  
Development Corporation, a North Carolina Corporation its successors and assigns (hereinafter  
referred to as "the Declarant").

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain real property hereinafter  
described, and desires to subject said real property to certain Protective Covenants as hereinafter  
set forth, and further desires to reserve unto itself certain drainage easements and utility service  
easements in connection with the property; and

WHEREAS, the Declarant previously executed that Declaration of Covenants, Conditions,  
and Restrictions for Pilot Ridge Subdivision recorded in Book 2238 Page 218 Franklin County  
Registry (the "Declaration");

WHEREAS, Declarant has not conveyed any of the Property defined and described in the  
Declaration and maintains ownership of all of said Property;

WHEREAS, Declarant wishes to amend the Declaration as set forth herein and except as  
set forth herein, the terms of the Declaration shall remain in full force and effect;

NOW THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set out. The real estate which is the subject of these Protective Covenants is described as Lots Number 1 through 6 and 92 through 98 (collectively, the "Lots" and individually "Lot") in the subdivision known as Pilot Ridge Subdivision as shown by map and survey recorded in Plat Book 2004, Page 291 and Plat Book 2009, Page 19, Franklin County Registry, which Lots are subject to the Declaration and this Amendment except where the Declaration and Amendment conflict with one another, in which case, this Amendment shall control, as to the use thereof, running with said properties by whosoever owned, to wit:

1. ARTICLE I shall be amended by removing and replacing all language in Section 1.2 and replacing with the below language, and keeping all other language contained therein and adding the following sections and language as follows:
  - a. Section 1.2 shall be amended by removing all language and replacing with the following: "Lot" shall mean and refer to any plot of land shown upon any subdivision map of the Property, which is intended by Declarant, to be used for the purpose of building single family residential real estate. If any plot of land within the Property is greater than five (5) acres in size, it shall be presumed not to be intended for residential use unless otherwise expressed, in writing, by Declarant.
  - b. Section 1.5 "Association" shall mean that Pilot Ridge Homeowner's Association to be established by the Declarant and/or the Owners upon the termination of the Declarant Control Period.
  - c. Section 1.6 "Member" shall mean and refer to every person or entity who or which holds a membership interest in the Association. Each Owner shall be deemed a Member of the Association.
  - d. Section 1.7 "Phase I" shall mean the totality of the thirteen (13) Lots as defined in this Amendment and the common area, if any, associated therewith.
  - e. Section 1.8 "Phase II" shall mean the Property as defined in the Declaration less the Lots as described in this Amendment, unless later defined, by a writing recorded in the Franklin County Registry by Declarant, to be a lesser portion of the balance of the Property;
  - f. Section 1.9 "Declarant Control Period" shall mean that period of time in which Declarant shall have exclusive control over the restrictions to the Property, which shall begin on the date this Amendment is recorded with the Franklin County Register of Deeds and terminate upon the date that Declarant no longer owns any of the Property, the date that Declarant relinquishes its rights to exercise its rights hereunder, except that where such rights are to be relinquished to any portion of the Property intended for single family residential use, such rights may only be transferred to the Association.

- g. Section 1.10 "By-Laws" shall mean the By-Laws of the Association which may be instituted by the Declarant during the Declarant Control Period; by the Association if the Declarant does not adopt such during the Declarant Control Period; or the Owners if no Association has been established.
  - h. Section 1.11 "Act" shall mean and refer to the North Carolina Planned Community Act, codified at Chapter 47F of the North Carolina General Statutes.
2. ARTICLE III shall be amended by removing and replacing Section 3.2(c) with the revised language below and adding sections (r) through (y) as set forth below. Otherwise, all other subsection of Section 3.2 shall remain unchanged.
- a. Section 3.2

(c) No residential structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two stories in height, a private garage for not more than three private passenger vehicles, and other outbuildings reasonably incidental to normal residential use thereof. Mobile homes, double-wide mobile homes, modular homes and log cabin homes may not be erected, altered, placed or permitted to remain on any Lot. Homes built on any Lot shall meet the following requirements unless prior approval is granted by the Declarant in writing: (i) minimum of 1700 square feet of total floor area for all residential structures, such square footage to be exclusive of porches, basements and garages, (ii) roof pitch of a minimum of 7/12, (iii) minimum interior ceiling height of eight (8) feet, (iv) subflooring and floor joist must be of wood construction, (v) home must meet the North Carolina State Building Code for single-family homes. Further, all driveways and parking areas shall be paved (concrete or asphalt) from the street to each house, except as otherwise permitted in the sole discretion of the Declarant, provided that in all instances the apron from the street to the property line is paved with concrete.

(r) All dwellings must have a brick foundation wall or slab stem wall with brick or stone on front elevation. Side and rear walls may be parged. Architectural shingle roofing only shall be used. Vinyl siding is permitted, so long as such colors fit within the color scheme of the neighborhood as determined by the Declarant until such time as the Association takes over, at which time the Association or a committee established by the Association shall establish such processes as it deems appropriate for architectural review. Electrical service to all buildings shall be underground electrical service.

(s) In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building or other structure (including TV satellite dishes, which shall be no larger than twenty-four inches (24")) shall be erected, altered, placed or permitted to remain on any Lot, until the building plans, specifications, and plot plan showing the location of every such building or structure has been submitted to the Declarant for its review and its written approval. The plans shall show elevations, type of exterior materials to be used, exterior lines, and a general interior plan. The plans for all detached outbuildings shall be architecturally consistent with the dwelling situated on the Lot. All detached outbuildings must be behind the front edge of the home when viewed from the street. In the event the Declarant fails to approve or disapprove such design within thirty (30) days after said plans have been submitted to it or in the event that suit to enjoin the erection of such structure has not been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

(t) All driveways shall be paved and the paving material shall be concrete unless the length of the driveway exceeds one hundred feet (100'). If a driveway is in excess of one hundred feet (100'), there shall be a concrete apron at the roadway and a concrete parking pad at the house with the remainder of the driveway paved with either gravel or asphalt. Driveway drainage pipe within the right of way of public roads shall be installed in accordance with N.C. Department of Transportation specifications.

(u) Building Location. No buildings shall be located on any Lot nearer to the front lot line than thirty feet (30'). No building or structure shall be located nearer than ten feet (10') to any interior lot line. For the purpose of this covenant, eaves and overhangs, chimney chases, patios, decks, steps, patios 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 building on a Lot to encroach upon another Lot.

(v) No Lot shall be subdivided, except that the Declarant reserves the right to adjust the location of the various lot lines as may be necessary to assure the usability of a particular Lot or group of Lots.

(w) Each Lot shall have its own well or other approved water source and septic tank or other approved waste disposal system. All water sources and waste disposal systems must comply with the standards set forth by the Franklin County Health Department. All trash and garbage must be disposed of by a method approved by the Franklin County Health Department or through a duly franchised waste disposal service operating in Franklin County. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.

(x) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No inoperable, unlicensed or junk motor vehicles, campers or equipment of any kind may be located on any Lot.

(y) All yards and surrounding landscape on all Lots shall be kept free of unsightly debris and neatly mowed and maintained at all times. No blocking any water runoff or causing any draining issues that may negatively impact other homeowners.

b. Section 3.3 Establishment of Association. During the Declarant Control Period, Declarant may adopt By-Laws, appoint Owners to serve as the officers of the Association, and establish such rules and procedures as it deems appropriate, in compliance with the Act, for the purposes of managing the affairs of the Property.

c. Section 3.4 Annexation of Additional Property. Declarant shall have the right to annex or exclude any or all of the Property into or out of the Association during the Declarant Control Period, after which, the Association shall assume such rights.

3. ARTICLE IV shall be amended by keeping all language contained therein and adding the following sections and language as follows:

a. Section 4.8 An easement is reserved over the rear ten (10) feet of each Lot and over a strip five (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 (2) or more adjacent Lots shall prepare plans for the construction of a house on the line separating two (2) or more such Lots, the Declarant shall be authorized to release said five-foot (5') easement by a proper written instrument duly recorded in the Franklin County Registry.

b. Section 4.9 The Declarant reserves the right to subject the real property in this subdivision to a contract with the appropriate utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payments to the utility company by the individual Lot owners.

c. Section 4.10 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 a violation or to recover damages. These covenants may be enforced by the owner of any Lot described herein or by the Declarant.

- d. Section 4.11 Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- e. Section 4.11 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 that date of recordation. Thereafter said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.
- f. Section 4.12 The Declarant hereby reserves the right to grant general utility service easements to any public utility desiring to provide service of such utilities to the subdivision or any individual Lot located in the same. The Declarant reserves surface water drainage easements wherever the same may be necessary for proper maintenance of the roads and driveways, and the right to direct water from its natural course to a more suitable course within the subdivision whenever it deems the same to be necessary or desirable. Declarant specifically reserve and dedicates the drainage and other easements shown on the subdivision plats. The Declarant further reserves the right to amend these covenants as it deems appropriate during anytime that it owns one or more of the Lots.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

Louisburg Development Corporation

By: James Edward Shearin  
James Edward Shearin, President

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I the undersigned Notary Public of the County and State aforesaid, certify that James Edward Shearin personally appeared before me this day and acknowledged that he is the President of Louisburg Development Corporation, a North Carolina Corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 1<sup>st</sup> day of July, 2021.

Douglas Boyette, Notary Public

My Commission Expires: 4/5/2023

