

of May, 1987, by Marilyn M. Adams, James M. Adams, Gayle W. Adams, Sylvia G. Johnson, Dane Finn Boyette, James E. Parker, Jr. and wife, Phyllis Parker, hereinafter called OWNERS, of Franklin County, North Carolina;

W I T N E S S E T H:

WHEREAS, OWNERS are the owners 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:

That tract of land on N.C. Highway 96, known as "Marsha'y Meadows Subdivision" according to a map recorded in Plat Record File 3, Slide 16C, Franklin County Registry, said map prepared by M. Keith Wrenn, R.L.S. and dated June 3, 1986, containing 16.94 acres, more or less.

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 three cars. More than one lot may be used as one building site if approved in writing by Owners, or such other person designated by Owners.

All dwellings in the above described tract shall conform to the following regulations:

A. All single level dwellings shall have a heated, enclosed ground floor area of at least 1200 square feet, not including basements, porches, screened porches, garages, carports or stoops.

B. All split level or multi-level dwellings (not including two story dwellings) shall have a heated, enclosed area of at least 1000 square feet, not including basements, porches, screened porches, garages, carports or stoops.

C. Dwellings of two stories must have a heated, enclosed ground floor area of at least 900 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 50 feet, and no dwelling shall be located less than 15 feet from any side property line, or less than 25 feet from any rear lot line. For the purpose of this covenant, eaves,

permit any portion of an existing or proposed building to be placed upon another building site.

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 that office.

No shelter of a temporarily or permanent character such as a trailer, basement, tent, shack, garage or barn shall be used on any building site at 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 except that Marilyn Adams and Dane Boyette may temporarily occupy a mobile home on their lots, but must be removed within seven years of the date of this agreement.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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. No animals, livestock or poultry of any kind shall be raised, bred or kept on any 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. 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 thereof shall be dedicated or used for a public street.

No lot in this 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 small.

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

trailers and campers shall be kept behind the owners' residence.

The owner of any building site containing an approved dwelling may erect one outbuilding thereon provided that he first submits plans for such outbuilding to Owners, or to such persons designated by Owners. Such plans shall show the location of the proposed outbuilding, the type of exterior building materials, and the proposed use to be made of the outbuilding.

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 be construed as a waiver of any enforcement rights and 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.

These covenants supercede and replace in their entirety any prior covenants affecting this property.

IN WITNESS WHEREOF, OWNERS have hereunto set their hands and seals, this the 6 day of MAY, 1987.

Marilyn M. Adams (SEAL)

James M. Adams (SEAL)

Gayle W. Adams (SEAL)

Sylvia A. Johnson (SEAL)

Dani Ann Brayton (SEAL)

James E. Parker Jr. (SEAL)

Phyllis Parker (SEAL)

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

Witness my hand and notarial seal, this 6th day of
May 1987.

Linda J. Brand
NOTARY PUBLIC

My Commission Expires: 5-23-90

NORTH CAROLINA
WAKE COUNTY

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

Witness my hand and notarial seal, this 6th day of
May 1987.

Linda J. Brand
NOTARY PUBLIC

My Commission Expires: 5-23-90

NORTH CAROLINA
WAKE COUNTY

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

Witness my hand and notarial seal, this 6th day of
May 1987.

Linda J. Brand
NOTARY PUBLIC

My Commission Expires: 5-23-90

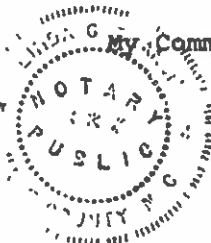
NORTH CAROLINA
WAKE COUNTY

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

Witness my hand and notarial seal, this 6th day of
May 1987.

Linda J. Brand
NOTARY PUBLIC

My Commission Expires: 5-23-90



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

Witness my hand and notarial seal, this 6th day of
May, 1987.

Linda J. Branch
NOTARY PUBLIC

My Commission Expires: 5-23-90

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the aforesaid County and State, do
certify that James E. Parker, Jr.
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and notarial seal, this 6th day of
May, 1987.

Linda J. Branch
NOTARY PUBLIC

My Commission Expires: 5-23-90

NORTH CAROLINA
WAKE COUNTY

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

Witness my hand and notarial seal, this 6th day of
May, 1987.

Linda J. Branch
NOTARY PUBLIC

My Commission Expires: 5-23-90

NORTH CAROLINA-FRANKLIN COUNTY

The foregoing certificates of
Linda G. Branch, a Notary Public,
are certified to be correct. This
the 11th day of April, 1987.

Martha D. Shearin
Martha D. Shearin
Register of Deeds

NORTH CAROLINA - FRANKLIN COUNTY

Filed for registration the 11th
day of May, A.D. 19 87

At 1:50 P.M., In Book 878

Page(s) 235-239

Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS