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Franklin County North Carolina
Linda H. Stone Register of Deeds

BK **1468** PG **554-558**

Prepared by & Mail to: Sink & Potter, LLP, H.H. Sink, Jr. P.O. Box 1471, Raleigh, NC 27602

NORTH CAROLINA
FRANKLIN COUNTY

PROTECTIVE COVENANTS FOR
SLEDGE FARM SUBDIVISION

THIS DECLARATION of Protective Covenants is made this 21st day of April, 2005, by Sledge Farm, LLC (hereinafter referred to as "the Declarant").

W I T N E S S E T H:

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.

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 1 through 17, inclusive, and Lots 36, 46 and 47 (hereinafter referred to as "the Lots") in the subdivision known as Sledge Farm Subdivision as shown by map and survey recorded in Book of Maps 2005, Page 126, Franklin County Registry, which Lots are subject to the following covenants and restrictions as to the use thereof, running with said properties by whosoever owned, to-wit:

1. All of the Lots will be used for residential purposes only. No building 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 stories in height, an attached garage for not more than three cars and one approved detached storage building.
2. The exterior of all dwellings must be finished not later than one year from the date construction begins. All dwellings must have a brick foundation wall. Electrical service to all buildings shall be underground electrical service.

3. 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 material 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. In the event the Declarant fails to approve or disapprove such design within thirty 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.
4. All driveways shall be paved and the paving material shall be either concrete 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.
5. Building Location. No building shall be located on any Lot nearer to the front lot line than fifty feet (50'). 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.
6. Dwelling Size. No single story residential structure which has an area of less than 1000 square feet of heated and cooled space, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any Lot, and no residential structure in excess of a single story which has an area of less than 900 square feet of heated and cooled space on the first story ground level, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any Lot.
7. Franklin County rules, regulations and ordinances regarding set backs and side yards take precedence over Declarant's Covenants. Declarant reserves the right to waive violations of any set backs and side yard requirements of these Covenants in the event said requirements render a lot unusable because of well and septic location.
8. Except as hereinafter set forth in this paragraph 8 as to Lot 1, the Lots shall not be re-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. Lot 1 of Sledge Farm Subdivision according to plat thereof recorded in Book of Maps 2005, Page 126 Franklin County Registry is exempt

from the prohibition against re-subdivision and said Lot 1 may be re-subdivided. Every Lot into which said Lot 1 is re-subdivided shall be subject to these restrictive covenants.

9. 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.
10. 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 or equipment of any kind may be located on any Lot.
11. Roads constructed in all phases of this subdivision shall be maintained by the Declarant until the State of North Carolina takes over the streets for maintenance.
12. All yards and surrounding landscape on all Lots shall be kept free of unsightly debris and neatly mowed and maintained at all times.
13. No shelter of a temporary or permanent character, such as a trailer, basement, tent, shack, garage, or barn shall be used on any Lot at any time as a residence, either temporary or permanently.
14. No manufactured single-wide or double-wide homes are allowed onto any Lot for any purpose. Modular homes can be used for residential purposes subject to the right of the Declarant to review and approve the plans therefore. Modular homes shall be consistent with a conventional site built home and approved by Declarant pursuant to the provisions of paragraph 3 above. (These are the types of modular homes without frames and they are lifted onto the site with cranes.) All dwellings must be custom built or modular built to Franklin County building code, with minimum roof slope of 7:12.
15. An easement is reserved over the rear 10 feet of each Lot and over a strip five 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, the Declarant shall be authorized to release said five-foot easement by a proper written instrument duly recorded in the Franklin County Registry.
16. The Declarant reserves the right to subject the real property in this subdivision to a contract with Progress Energy Carolinas 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 Progress Energy Carolinas by the individual Lot owners.

17. In the event that a dwelling is constructed nearer to the adjacent Lot than is permitted by these restrictive covenants, but not nearer than ten feet to such line, such violation may be waived by recording in the Franklin County Registry an instrument in writing executed by the Declarant and by the owners of the adjacent Lot on the side on which the violation occurs. Upon the execution and recordation of such waiver, said violation shall not thereafter be deemed existing.
18. 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 purposes.
19. No Lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors or assigns.
20. 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.
21. 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.
22. 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 that date of recordation. Thereafter said covenants shall be automatically extended for successive periods of ten 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.
23. 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 reserves and dedicates the drainage and other easements shown on the subdivision plats.

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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.

SLEDGE FARM, LLC

By: M. E. Valentine, III
M. E. Valentine, III, Manager

State of North Carolina
County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that M. E. Valentine, III personally came before me this day and acknowledged that he is the Manager of Sledge Farm, LLC, a North Carolina limited liability company, 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 21 day of April, 2005

Henry H. Sink, Jr.
Notary Public


My Commission Expires: 8-21-2009

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North Carolina - Franklin County

The foregoing certificate of Henry H. Sink, Jr., a Notary Public, is certified to be correct and duly recorded this 22nd day of April, 2005.

Linda H. Stone
Linda H. Stone, Register of Deeds

By: Rinda S. Marshall
Deputy

Doc ID: 002948590002 Type: CRP
Recorded: 09/11/2007 at 03:04:30 PM
Fee Amt: \$17.00 Page 1 of 2
Franklin County North Carolina
Linda H. Stone Register of Deeds
BK 1643 PG 28-29

by: Carolyn Coley,
Asst.

Prepared by & Mail to: Sink & Potter, LLP, H.H. Sink, Jr. P.O. Box 1471, Raleigh, NC 27602

NORTH CAROLINA
FRANKLIN COUNTY

SUPPLEMENTAL DECLARATION
SLEDGE FARM SUBDIVISION

THIS SUPPLEMENTAL DECLARATION is made effective as of this 28th day of August, 2007, by Sledge Farm, LLC (hereinafter referred to as "the Declarant").

WITNESSETH:

THAT WHEREAS, the Declarant is the developer of Lots 1 through 17, inclusive, and Lots 36, 46 and 47 (hereinafter referred to as "the Lots") in the subdivision known as Sledge Farm Subdivision as shown by map and survey recorded in Book of Maps 2005, Page 126, Franklin County Registry ("Sledge Farm Subdivision").

NOW, THEREFORE, in order to enhance the orderly development of Sledge Farm Subdivision, the Declarant hereby enters into the following undertakings:

1. Until the fifth anniversary of the date upon which Declarant no longer owns a lot within Sledge Farm Subdivision, Declarant agrees to maintain, repair and replace as necessary all fencing erected by Declarant marking the entrance to Sledge Farm Subdivision.
2. Declarant shall maintain and repair the drainage ditches located within drainage easements on each lot within Sledge Farm Subdivision until each of said lots is conveyed by Declarant to a third party, at which time said third party lot owner shall become responsible for said maintenance and repair.

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.

SLEDGE FARM, LLC

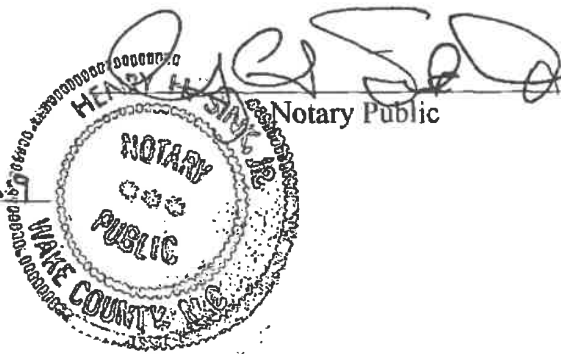
By: 

M. E. Valentine, III, Manager

State of North Carolina
County of Wake

I, Henry H. Sink, Jr., the undersigned Notary Public of the County and State aforesaid, certify that M. E. Valentine, III personally came before me this day and acknowledged that he is the Manager of Sledge Farm, LLC, a North Carolina limited liability company, 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 5th day of September, 2007.

My Commission Expires: 8-21-2009



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