

Waverly & Kary
Box 1187
Wake Forest NC 27587

NORTH CAROLINA

FRANKLIN COUNTY

PROTECTIVE COVENANTS
YOUNG FOREST SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS made this 15th day of September, 1986, by STANCIL E. WOODLIEF AND MATTIE F. WOODLIEF, 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 Young Forest Subdivision 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.

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, with "heated enclosed ground floor area" being defined as including that area designed to be finished space but a portion of which may be left in a framed or mechanical roughed in stage if approved by the architectural committee:

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, if there is an attached garage. If no attached garage, then there shall be 1400 square feet.

B. All split level or multi-level dwellings (not including two story dwellings) shall have a heated, enclosed area of at least 1450 square feet, not including basements, porches, screened porches, garages, carports or stoops.

C. Dwellings of two stories must have a heated, enclosed floor area of at least 1600 square feet, not including basements, porches, screened porches, garages, carports or stoops.

See Waiver of Restrictive Covenants in Book 1117 page 452

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 15 feet from any rear lot line. For the purpose of this covenant, eaves, steps, 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 an dwelling on a building site to encroach upon another building site.

No dwelling shall be built on or placed on any building site having a width of less than ninety feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having less than 40,000 square feet except that a dwelling may be erected on all building sites as shown on said recorded plat regardless of width at minimum building setback line or area in square feet.

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 shall be placed on any building site covered by these covenants

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless these are in excess of such distances on recorded plat, in which case the plat shall control. 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. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

In the event that a dwelling is constructed nearer to the adjacent building site than is permitted by these restrictive covenants, but not nearer than ten feet to such line, such violation may be waived by the execution and recording in the proper county registry an instrument in writing signed by Owners, and by owners of the adjacent building site on the side on which the violation occurs. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

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, so long as the smaller lot has at least 40,000 square feet in area and 100 feet of road frontage, unless such frontage is on a cul-de-sac.

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 automobiles,

boats, campers, travel trailers or any other vehicles on the streets in the subdivision. All boats, travel trailers and campers shall be kept behind the owners' residence.

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.

In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence, outside lighting, screen planting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by Owners, or by such other persons designated by Owners. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to him, or, in any event, if no suit to enjoin the erection of such building has been instituted within thirty days of commencement of construction, such approval will not be required, and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plat plan showing location of house, specifications, and design of drive, which must include a minimum twenty foot long concrete or asphalt entrance pad connecting the lot driveway to the lot access street. A sketch plan showing approximate locations and design will be acceptable.

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, or designated otherwise as set forth in the preceding paragraph. 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. Such plans shall be approved, or

shall be deemed to have been approved as provided in the preceding paragraph.

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.

IN WITNESS WHEREOF, OWNERS have hereunto set their hands and seals, this the 17 day of September, 1986.

Stancil E. Woodlief (SEAL)
 STANCIL E. WOODLIEF

Mattie F. Woodlief (SEAL)
 MATTIE F. WOODLIEF

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the aforesaid County and State, do certify that STANCIL WOODLIEF AND MATTIE F. WOODLIEF, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 17th day of September, 1986.

James S. Warren
 NOTARY PUBLIC

My Commission Expires: 6-16-90
 North Carolina, Franklin County

The foregoing certificate of James S. Warren, a Notary Public, is certified to be correct.

This the 6th day of November, 1986.

Martha D. Shearin
 Martha D. Shearin, Register of Deeds