

NORTH CAROLINA
FRANKLIN COUNTY

PROTECTIVE COVENANTS, PRIVATE ROAD
MAINTENANCE PROVISIONS AND RESERVATION
OF EASEMENTS FOR SOUTH CREEK WOODS SUBDIVISION

The declarant, "South Creek Woods, Incorporated, a corporation operating in Franklin County, North Carolina, hereby declares the following Protective Covenants, Private Road Maintenance Provisions and Reservation of Easements to be applicable to South Creek Woods Subdivision;

WITNESSETH:

THAT WHEREAS, declarant is the owner of certain real property hereinafter described, and desires to subject said real property to certain Protective Covenants and Private Road Maintenance Provisions as hereinafter more fully set forth and declarant further desires to reserve unto itself the right to grant certain utility service easements to utility companies furnishing services to 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 and Private Road Maintenance Provisions as hereinafter set forth. The real estate which is the subject of these Protective Covenants and Private Road Maintenance Provisions is described as Tract Nos. 1 - 42, inclusive, of South Creek Woods Subdivision, as same appears on map recorded in Plat Record File 3 at slide 27A in the office of the Register of Deeds of Franklin County. The Protective Covenants are as follows:

1. No dilapidated, inoperable or junk motor vehicles, farm machinery, or equipment of any kind may be located on the property.
2. The property is restricted to use for residential purposes only, however, the property may be used for limited agricultural purposes such as private gardening.
3. Only one dwelling or residence may be located on any tract.
4. The tracts in South Creek Woods Subdivision shall not be resubdivided unless the resubdivided portion becomes a part of another whole tract.
5. No livestock or other animal or fowl may be raised or kept for commercial purposes on the property, and no hogs shall be permitted on the property. This covenant does not preclude property owners owning household pets or horses.
6. Any mobile home placed on the property shall be underskirted and firmly anchored within ninety (90) days after the same is placed on the property.
7. No incomplete or run-down or dilapidated structures shall be permitted to remain on the property.
8. All driveways installed connecting any tract to an abutting road must use culvert pipe of sufficient size to insure proper drainage, but in no event shall said culvert pipe be less than fifteen (15) inches in diameter.
9. All water wells and septic tanks must comply with the standards set forth by the Franklin County Health Department, and all buildings placed on the property must comply with all applicable codes.
10. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
11. 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.
12. All buildings, mobile homes and other structures placed on any lot must be set back at least forty (40) feet from the edge of the road right of way. Declarant may waive this provision in cases where, in its opinion, such setback renders the lot unuseable or works a hardship on the owner.

13. These Protective Covenants shall remain in full force and effect and be binding on the property until June 30, 2006, after which these Protective Covenants shall be automatically extended for successive periods of five (5) years each, unless by a vote of the majority of the owners in the subdivision it is agreed to change, modify or abolish the covenants.

14. No crop allotment of any kind has been allotted or transferred to any tract in the subdivision.

15. These covenants shall run with and be a part of the title to the property.

PRIVATE ROAD MAINTENANCE PROVISIONS

For all tracts in South Creek Woods Subdivision which front on a private road and are shown on the plat of the subdivision, which road is dedicated for the use of the owners of all of the tracts in the subdivision and the general public, there is hereby created a South Creek Woods Property Owners Association for South Creek Woods Subdivision, which is established for the purpose of establishing rules and regulations governing the speed limits and for the maintenance and upkeep of roads in the subdivision. Each of the owners of the tracts fronting private roads in the subdivision shall be entitled to one vote per tract at the annual meeting of such Association to be held on the fourth Friday of January of each year, beginning with the year 1987. At the annual meeting, there shall be elected a Board of Directors for the Association, consisting of five (5) members and the five members so elected shall be responsible for contracting and providing for the road maintenance and regulations. The cost of any repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all tracts within the subdivision fronting roads. However, said maintenance shall not exceed the sum of \$60.00 per tract, per year. Owners of more than one tract shall be assessed one assessment for each tract owned. In the event a tract owner fails or refuses to pay his proportionate part of such road maintenance, the Association may enforce such payment through a civil action to be instituted for such purpose in the General Court of Justice of Franklin County, North Carolina. Titles to all tracts in the subdivision shall extend to the centerline of the public and/or private road which they adjoin; however, the declarant herein, and its successors and assigns, reserve the right to grant a general road easement to the North Carolina Department of Transportation or other governmental authority, if it is desired that such private road be included in the public highway system. Declarant, South Creek Woods, Inc., shall act as a collection agency for the road maintenance fees and shall make such funds available to South Creek Property Owners Association as requested. South Creek Woods, Inc. shall assume responsibility for road maintenance through the year 1986, and shall be compensated for same from said maintenance fees.

RESERVATION OF UTILITY EASEMENTS

The declarant hereby reserves the right to grant general utility easements to any public utility desiring to provide service of such utilities to a lot owner.

IN TESTIMONY WHEREOF, the declarant has caused this instrument to be executed by one of its officers in behalf of the corporation, this the 22 day of August, 1986

Attest:

Secretary

SOUTH CREEK WOODS, INCORPORATED

By: [Signature] (SEAL)
President

NORTH CAROLINA
FRANKLIN COUNTY

I, Scarlett Rose Finch (Edwards), a Notary Public, do hereby certify that Jean H. Winn personally came before me this day and acknowledged that she is Secretary of South Creek Woods, Incorporated and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself/himself as its Secretary.

Witness my hand and notarial seal this the 22nd day of August, 1986.

Scarlett Rose Finch (Edwards)
Notary Public

My Commission expires:

9-24-1990 (SEAL)

North Carolina, Franklin County
The foregoing certificate of Scarlett Rose Finch (Edwards), a Notary Public is certified to be correct.

This the 22nd day of August, 1986.

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

NORTH CAROLINA
FRANKLIN COUNTY

Filed for Registration the 22nd day of August, A.D. 1986 at 12:45 PM
registered the 22nd day of August, A.D. 1986 in Book 866 Page 224-325
Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS
BY: _____