

NORTH CAROLINA

FRANKLIN COUNTY

PROTECTIVE COVENANTS
AND
ROAD MAINTENANCE AGREEMENT
CEDARWOOD SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS made this 24th day of January 1995, by WESLEY T. SATTERWHITE and wife, KAY SATTERWHITE; SHERRILL L. HARRIS and wife, JANE HARRIS and W. GATTIS PERRY and wife, CARL JOY PERRY, hereinafter called OWNERS, of Wake County, North Carolina;

W I T N E S S E T H:

WHEREAS, OWNERS are the owner of the real property described below and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth for the protection of all owners of lots in Cedarwood Subdivision.

NOW, THEREFORE, OWNERS hereby declare that the following described real property located in Harris Township, Franklin County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants and Road Maintenance Agreement hereinafter set forth. This real property is described as follows:

Being all of Lots 1 through 9 of Cedarwood Subdivision as shown on that plat recorded in ~~Plat Record File~~ Book 1995-252, Franklin County Registry.

In order to maintain architectural beauty in this subdivision and to guard against the erection thereon 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 an Architectural Control Committee, whose members are designated by OWNERS, or such other persons as OWNERS choose to select the Architectural Control Committee. Said plans are to be submitted prior to the commencement of any lot clearing and/or construction.

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Approval or disapproval shall be given within ten days of submission of said plans to the Architectural Control Committee.

No more than 50% of the existing mature trees may be removed from any lot without the approval of the Architectural Control Committee.

No inferior or incomplete structures such as tents, shacks or basements shall be used as a residence at any time.

No junked cars shall be allowed to remain on the lots. Each lot shall be kept free of trash, garbage, and rubbish and maintained so as to have a neat appearance.

No noxious, illegal, or offensive activity is permitted which would be an annoyance to the neighborhood.

Building setbacks shall be 150 feet from the front line of a private road and 50 feet from the side lines of each lot.

All animals shall be fenced or quartered and maintained in a manner which would not be offensive to the neighborhood. Residents shall use every effort to reduce stable odors.

No raising of swine shall be allowed. There shall be no commercial raising of poultry, dogs, livestock, or reptiles.

A mobile home may be allowed only during the period of construction of a house. In no case shall the mobile home remain on the property more than eighteen (18) months.

There is an easement reserved for public and private utilities five feet from the sidelines and ten feet from the front lines of each lot. All power lines extending from the roads into the lots shall be underground or above ground at discretion of the lot owner.

All owners of lots in Cedarwood Subdivision as shown on plat recorded in ~~Plat Record File~~ Book 1995-252, Franklin County Registry shall provide maintenance for Cedarwood Road, keeping it passible in all weather conditions for pedestrian and vehicular traffic. Expenses incurred in street maintenance shall be shared equally among owners of lots in Cedarwood Subdivision.

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 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 24th day of January, 1995.



WESLEY T. SATTERWHITE



KAY SATTERWHITE



SHERRILL L. HARRIS



JANE HARRIS



W. GATTIS PERRY



CARL JOY PERRY

NORTH CAROLINA

Wake COUNTY

I, a Notary Public of the aforesaid County and State, do certify that WESLEY T. SATTERWHITE and wife, KAY SATTERWHITE partner of Cedarwood Subdivision, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 24th day of January 1995.
Claude Walker
NOTARY PUBLIC

My Commission Expires: June 22, 1998



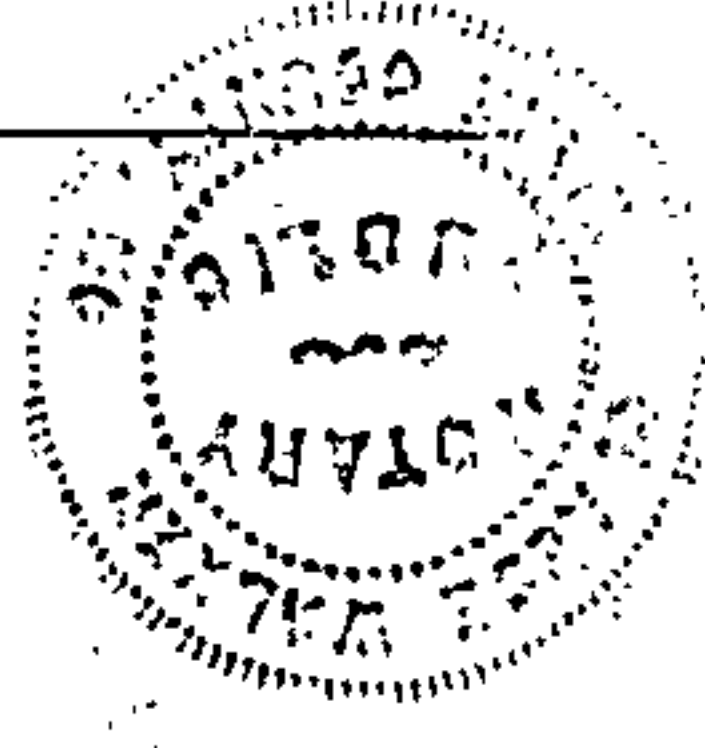
NORTH CAROLINA

Wake COUNTY

I, a Notary Public of the aforesaid County and State, do certify that SHERRILL L. HARRIS and wife, JANE HARRIS partner of Cedarwood Subdivision, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 24th day of January 1995.
Claude Walker
NOTARY PUBLIC

My Commission Expires: June 22, 1998



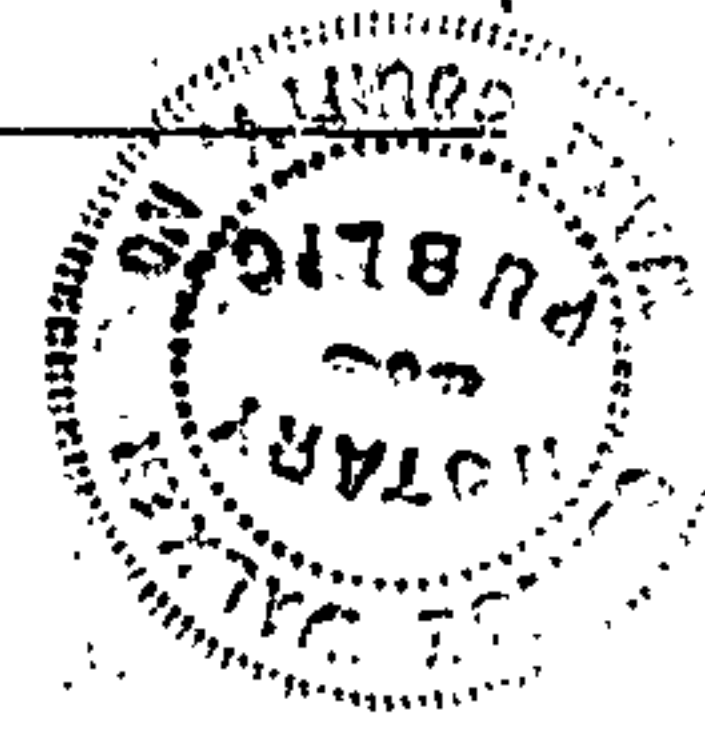
NORTH CAROLINA

Wake COUNTY

I, a Notary Public of the aforesaid County and State, do certify that W. GATTIS PERRY and wife, CARL JOY PERRY partner of Cedarwood Subdivision, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 24th day of January 1995.
Claude Walker
NOTARY PUBLIC

My Commission Expires: June 22, 1998



STATE OF NORTH CAROLINA, FRANKLIN COUNTY
The foregoing certificate(s) of Claude Walker, a

Notary(y) (ies) Public,
is/are certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 1023, Page(s) 8 758-761

This 17th day of August, A.D., 19 95, at 4:00 o'clock P. M.

MARTHA D. SHEARIN, REGISTER OF DEEDS

Martha D. Shearin

By: Carolyn Colby
Asst. Deputy Register of Deeds