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Franklin County North Carolina
Linda H. Stone Register of Deeds

BK 1751 PG 394-405

by: Betty Harrington Deputy

Prepared by and after recording return to:

Kathryn S. Drake, Attorney at Law, P.A.

STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS, CONDITION AND
RESTRICTIONS FOR ANDERSON PARK SUBDIVISION
FRANKLIN COUNTY

THIS DECLARATION OF COVENANTS, CONDITION AND
RESTRICTIONS FOR ANDERSON PARK SUBDIVISION is made this 9 day of
September, 2009, by Arpeggio, LLC and SmartBuilt, Inc., hereinafter called Declarant;

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in
Article I of this Declaration and is desirous of subjecting said real property to the
Protective Covenants hereinafter set forth, each and all of which is and are for the benefit
of such property and for each owner thereof, and shall apply to and bind the successors in
interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property
described in Article I hereof is and shall be held, transferred, sold and conveyed subject
to the covenants, conditions and restrictions set forth below.

Article I

The real property which is subject to these covenants is Anderson Park
Subdivision, located in Franklin County, North Carolina, and is more particularly
described as follows:

Being all of Lots 1 through 10 of Anderson Park Subdivision as shown on
a map recorded in Map Book 2008, Page 30, Franklin County Registry.

No other property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto. The Declarant may, from time to time, subject additional real property to the covenants, conditions and restrictions herein set forth by appropriate reference hereto. The real property herein described is subjected to the covenants, conditions and restrictions hereby declared to insure the best use and the most appropriate development and improvements of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property, to preserve so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain a harmonious color scheme; to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon; with appropriate locations thereof on lots; to prevent haphazard inharmonious improvements on lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of investments made by purchasers of lots therein.

Article II

Lots 1 through 10 described in Article I hereof shall be used as residential lots. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two stories in height and private garage for not more than three cars. No building or other structure may be erected, altered, placed or permitted on any lot unless approved in advance in writing by the Architectural Committee.

Article III

Declarant shall designate and appoint an Architectural Committee composed of at least three persons (hereinafter referred to as the "Committee"). The Declarant will appoint all of the original members and all replacements of the Committee until Declarant no longer owns any lot in the subdivision at which time this responsibility shall be taken over by the Homeowner's Association.

NO SITE PREPARATION AND NO CONSTRUCTION, ERECTION, OR INSTALLATION OF ANY STRUCTURE, FACILITY, OR OTHER IMPROVEMENT WHATSOEVER INCLUDING TREE REMOVAL, FENCES, WALLS, MAIL BOXES, OUTSIDE LIGHTING, NEWSPAPER BOXES, SCREEN PLANTINGS, DRIVEWAYS, PARKING PADS, AND LANDSCAPING, SHALL BE UNDERTAKEN ON ANY LOT WITHIN THE SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLANS HAVE BEEN SUBMITTED TO THE COMMITTEE, AND THE COMMITTEE HAS GIVEN WRITTEN APPROVAL AS TO THE LOCATION OF THE PROPOSED STRUCTURES, FACILITIES AND IMPROVEMENTS WITH REGARDS TO TOPOGRAPHY, FLOWING AND IMPOUNDED WATERS, BEGINNING AND FINISHED GROUND ELEVATIONS, EXISTING TREES AND SHRUBS, TREES AND SHRUBS TO BE PLANTED, AND NEIGHBORING STRUCTURES, AND HAS ALSO GIVEN WRITTEN APPROVAL OF THE PROPOSED STRUCTURES, FACILITIES, AND IMPROVEMENTS WITH RESPECT TO CONFORMITY AND HARMONY OF THE EXTERNAL DESIGN, EXTERIOR COLORS, AND EXTERNAL MATERIALS, THEREOF WITH OTHER PROPOSED OR EXISTING STRUCTURE AND IMPROVEMENTS AND THE GENERAL CHARACTER OF THE SUBDIVISION.

The further written approval of the Committee shall be required for any alteration of any approved plans, or subsequent to construction, the alteration or modification of any structure or improvement, insofar as the modification or alteration would affect the conformity and harmony of the external materials with other proposed or existing structure and improvements and general character of the real property made subject to these covenants, conditions and restrictions.

In the event Declarant or the appointed Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, and in any event, if, after the submission, no suit to enjoin the erection of any building authorized in these Articles has 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.

Article IV

DWELLING SIZE AND DRIVEWAYS, Except with the prior written approval of the Architectural Committee described above, all dwellings in the above described tract shall conform to following regulations:

- A. All single level dwellings shall have a heated, enclosed ground floor area of at least 1,400 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 1,600 square feet, not including basements, porches, screened porches, garages, carports or stoops.
- C. Dwellings of two stories must have a heated, enclosed area of at least 1,800 square feet, not including basements, porches, screened porches, garages, carports or stoops.
- D. All residences shall have a roof pitch of not less than 6/12. Roof pitches for contemporary designed houses will be approved on an individual basis by the Committee.

The Declarant reserves the right to waive in writing any minor violation of this Article. Any violation which does not exceed 10% shall be considered a minor violation.

Article V

All structures in the subdivision shall meet the following criteria;

- A. Exterior siding for each dwelling and garage shall be either brick veneer, stone, wood, vinyl or concrete siding
- B. Each dwelling unit shall have a driveway of concrete paving and approved by the Architectural Committee. Such driveway shall run at least to the back of the house, shall be a minimum of 16 feet wide at the street, shall have a driveway pipe which has a minimum size 15 inches in diameter, and may decrease in width, as it runs into the lot, no less, than 12 feet wide at any point. Driveway concrete shall have a picture frame installation.

- C. Each dwelling unit shall be placed on a solid foundation with a continuous footing of concrete and approved by the Architectural Committee. Such foundation shall have a brick or stone veneer with the exception of those portions that are covered by a porch, deck or stoop.
- D. No single wide trailer, double wide trailer, on or off frame modular will be approved by the Architectural Committee.
- E. Each dwelling shall have a roof made of a material approved by the Architectural Committee. All approved roofs will have a minimum warranty of 25 years.
- F. All mailboxes shall be the same and in a style to be approved by the Declarant, its successors or assigns. Builder will pay for all mailboxes.
- G. Each lot owner shall plant and maintain one canopy shade tree at least 2 inches in diameter for every 40 feet of road frontage on any subdivision interior street.

Article VI

No dwelling shall be erected on any lot nearer to the front lot line than 30 feet, nor nearer to a side lot line than 10 feet, nor less than 25 feet from any rear lot line, provided, however, on corner lots the dwelling may face either street and may be located no nearer than 25 feet to one street if the same is at least 30 feet from the other street, and no nearer to a rear lot line than 25 feet. 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 a dwelling on a building site to encroach upon another building site. The Architectural Committee may approve any waiver of these requirements

Article VII

A dwelling may be placed on more than one lot provided that Declarant or the appointed Architectural Committee has approved plans and specifications for the same.

Article VIII

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an 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 (except during construction) may be stored upon the premises and no large trucks, tractors or inoperable

automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, boarding house, an antique shop or gift shop shall be carried on upon any lot. The exception is that an office may be maintained in a residence if there is no client or customer traffic to the office

Article IX

No mobile home, large truck, or trailer (except recreational vehicles and boats which are parked behind the dwelling and screened from street view), tent, shack, or barn shall be erected or placed on any lot covered by these covenants either temporarily or permanently. No detached structure other than a garage shall be permitted on any lot, unless approved in advance in writing by the Architectural Committee for appearance and location. No above ground pool shall be permitted on any lot.

Article X

No animals, livestock, or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not bred or maintained for any commercial purpose. Any animal pens must be approved by the Declarant or appointed Architectural Committee. 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.

Article XI

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.

Article XII

No fence, wall, hedge, or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot. All fencing must be approved by the Declarant or the appointed Architectural Committee. No Satellite dishes larger than 24 inches in diameter may be erected. Placement of Satellite dishes 24" or less must be approved by the Declarant or the appointed Architectural Committee. No radio, television or ham antennas may exceed in height the top of the

dwelling's roof except as approved by the Declarant or appointed Architectural Committee

Article XIII

All public and private utility distribution lines and facilities to be located in the subdivision shall be placed underground. Declarant reserves the right to subject the subdivision to a contract and easement with EmBarq and Progress Energy and any other public or private utility company for the installation of underground utility cables and facilities; and for the installation of street lighting which may require a continuing monthly payment to the utility by the owner of the lot whereon the lights are located, or a continuing monthly payment by each lot owner for a proportional part of the total street lighting cost. LP tanks for central heating purposes must be buried underground. Smaller LP tanks must be screened.

Article XIV

These restrictions are subject to being altered, amended, modified or cancelled at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots; or by the owners of not less than 8 (eight) of the subdivided lots or parts of said subdivision to which these restrictions apply, when Declarant shall no longer own any lot in the Subdivision. Such instrument shall be recorded in the Franklin County Registry.

Article XV

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 of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Article XVI

The owner of each lot shall provide adequate off street parking for all motor vehicles owned by the occupants of such lot. There shall be no parking of motor vehicles in the

streets in the subdivision or on unpaved areas on any lot. All vehicles parked on any lot must be licensed vehicles.

Article XVII

Each owner shall maintain all buildings on his lot in a neat and pleasing manner; and shall keep such lot free and clear of all tall grass, unsightly undergrowth, dead trees, trash and rubbish. Declarant for so long as Declarant owns a lot which is subject to these Protective Covenants or its successors or assigns if it does not, shall have the right, but not the obligation, to enforce this provision by specific performance; or, in the alternative, to have the lot and/or buildings cleaned up and maintained and to recover all costs incurred in doing so from the owner, including court costs and reasonable attorney's fees.

Article XVIII

The Declarant reserves an easement on Lot 1 as shown on the above referenced map for the purposes of construction, operation, maintenance, repair and/or replacement of the pump station. Declarant holds an easement over and across the property of Walter Cortese adjoining the subdivision for the purpose of locating an entrance sign, fence and for landscaping for the entrance to the subdivision. That easement is recorded in Book 1743, Page 647, Franklin County Registry. Included in the rights held and reserved by Declarant is the right to go on the easement area and to plant and maintain plants, shrubs, and trees and to maintain, repair, and replace any signs, fence or portions thereof or the pump station and associated improvements. The rights held and retained hereunder by Declarant shall be for the benefit of the Declarant, its successors and assigns including the homeowner's association and for any person, firm, or corporation which shall hereafter own any lot in the subdivision.

A Homeowner's Association shall be formed by Declarant prior to the sale of the last lot it owns in the subdivision which shall be responsible for the maintenance of the entrance, fence and cul de sac features and for collecting assessments to pay for the maintenance of the entrance, fence and cul de sac features. Each lot owner shall be required to pay their proportional share of the cost of said maintenance. Maintenance of the entrance, fence and cul de sac features will be the responsibility of the Declarant until such time as the

Developer no longer owns any lots in the subdivision. At that time Declarant will notify the homeowners association and this responsibility will be taken over by homeowners association.

Anderson Park Drive shown on the above reference map shall be constructed by the Developer to state standards and shall be maintained by the Declarant until the State of North Carolina takes over the street for maintenance.

Article XIX

Enforcement of these covenants shall be by proceedings at law or in equity by the owner(s) of any lot and/or by the Declarant against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Article XX

Invalidation of anyone 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.

Article XXI

These covenants are to run with the land and shall be binding upon on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in full or in part.

Article XXII

As long as Declarant owns one or more lots in the subdivision, the following actions will require the prior written approval of FNMA and the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Properties and the amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned have herein set their hands and seals on the day and year first set out above.

ARPEGGIO, LLC


BY: MEMBER/MANAGER (SEAL)

SMARTBUILT, INC.

Susan A. Blevins VP
BY: PRESIDENT (SEAL)
Vice

STATE OF NORTH CAROLINA

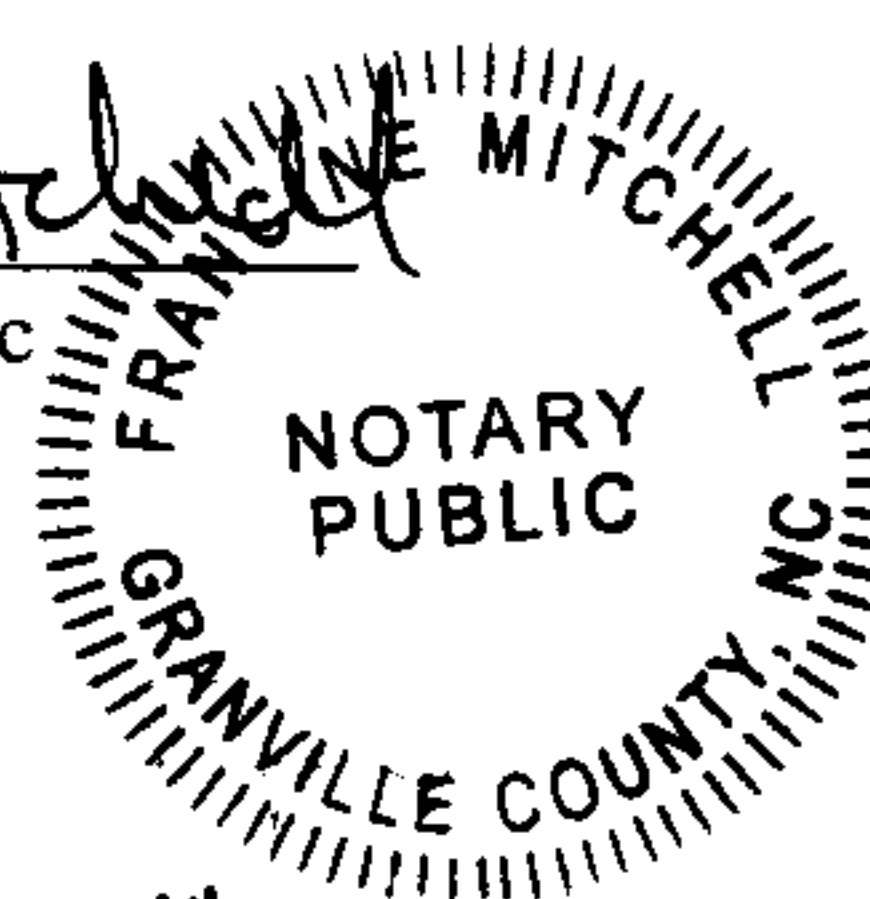
COUNTY OF WAKE

I, Francine Mitchell, a Notary Public of the County and State
aforesaid, certify that Susan A. Blevins, personally
appeared before me this day and acknowledged that she is Member/Manager of Arpeggio,
LLC, a North Carolina limited liability company, and that by authority duly given and as an
act of the limited liability company, the foregoing instrument was signed in its name by her
as its member/manager.

Witness my hand and official stamp or seal, this 9 day of September, 2009.

My Commission expires: 3-29-2011

Francine Mitchell
Notary Public



STATE OF NORTH CAROLINA

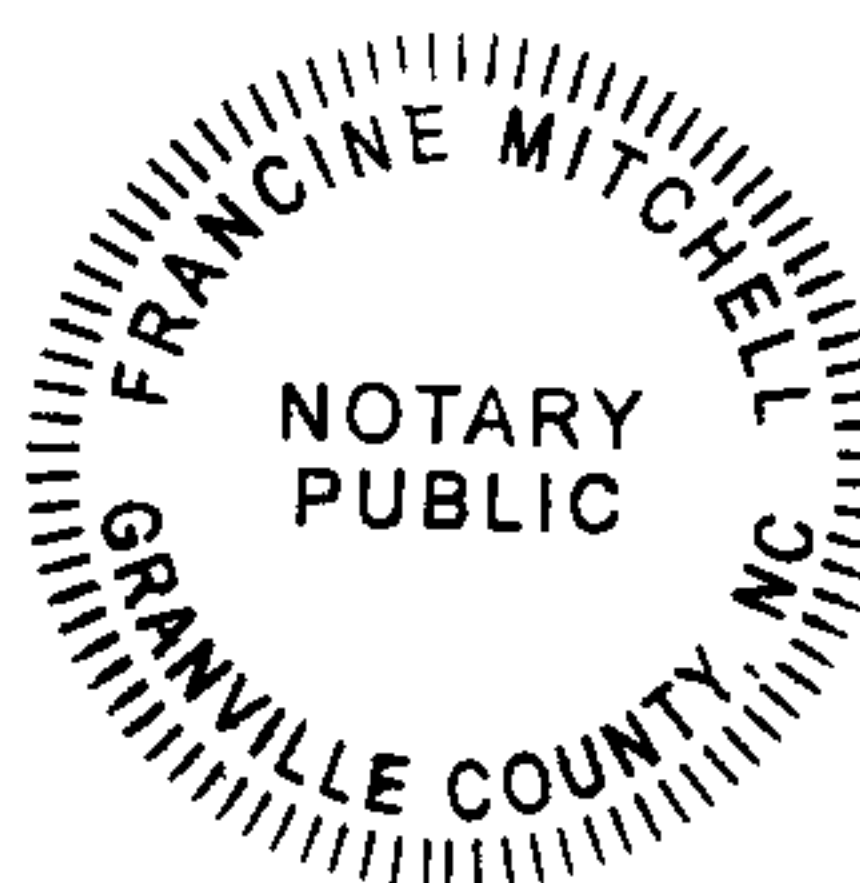
COUNTY OF WAKE

I, Francine Mitchell, a Notary Public of the County and State
aforesaid, certify that Susan A. Blevins, personally
appeared before me this day and acknowledged that she is President of SmartBuilt, Inc., a
North Carolina corporation, and that by authority duly given and as an act of the
corporation, the foregoing instrument was signed in its name by her as its President.

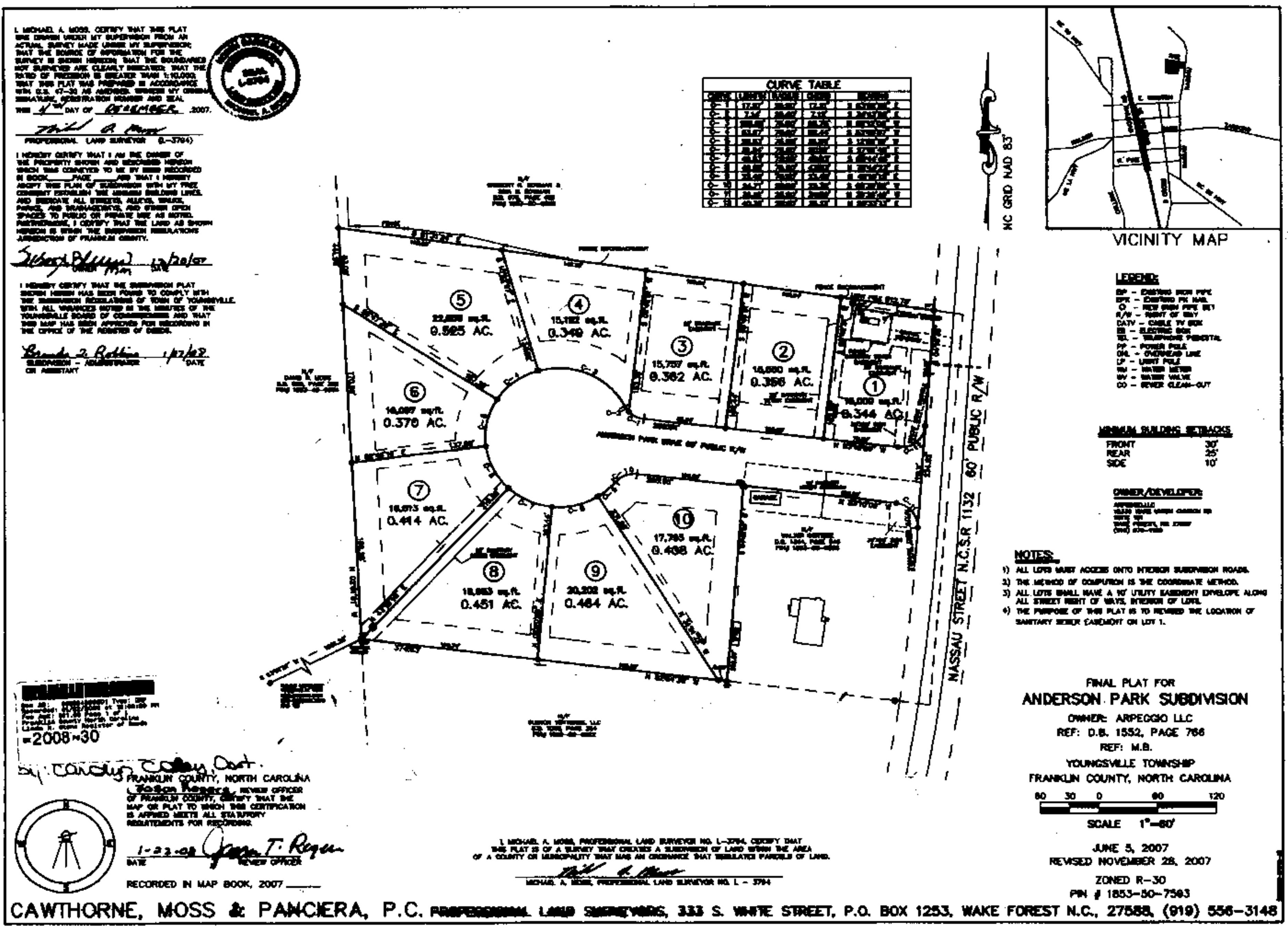
Witness my hand and official stamp or seal, this 9 day of September, 2009.

My Commission expires: 3-29-2011

Francine Mitchell
Notary Public

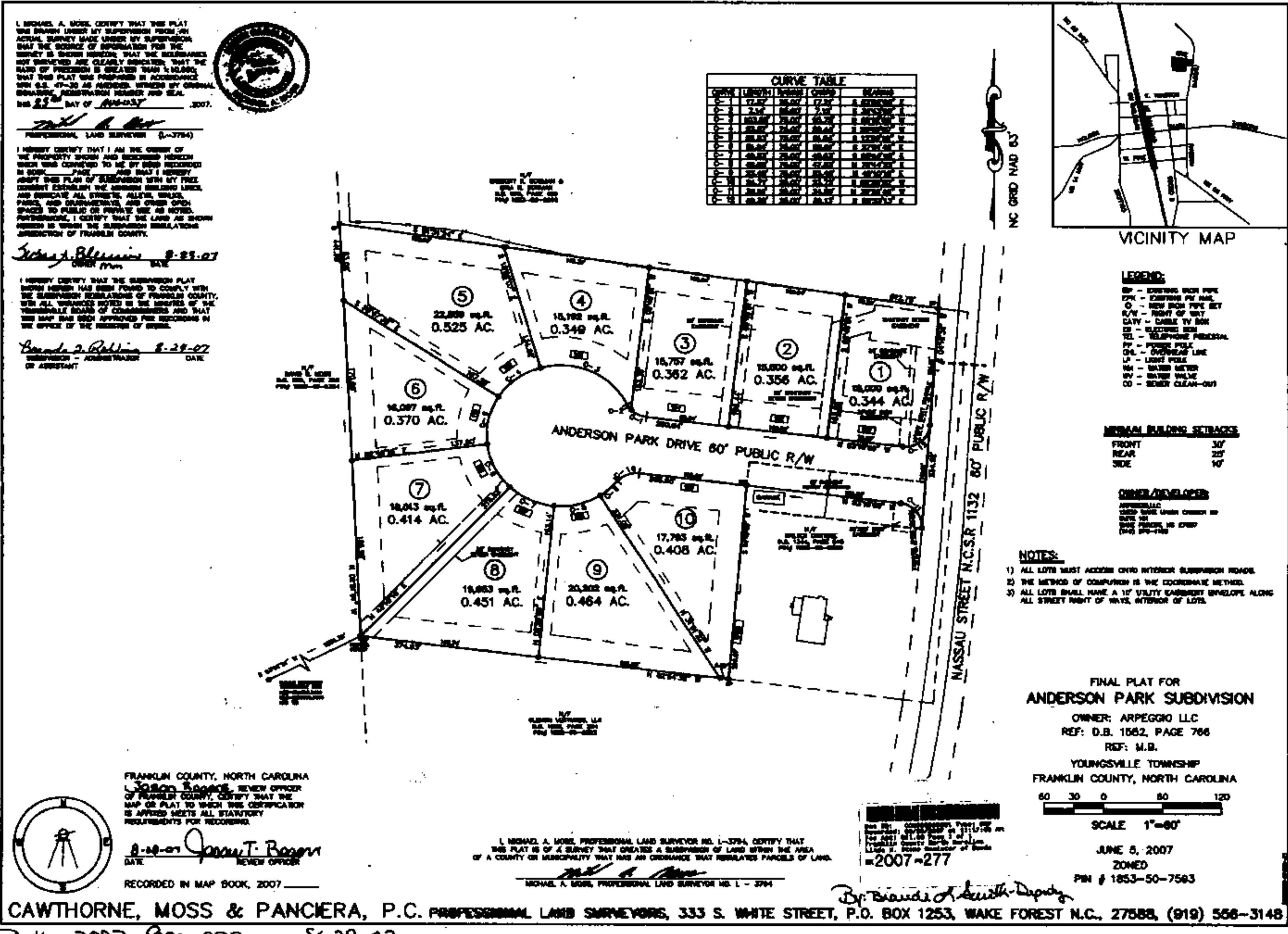


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This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

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