

573



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 Franklin County North Carolina
 Brandi S. Davis Register of Deeds

BK 1844 PG 573-578

By: Carolyn Coley, Asst.

PREPARED BY AND RETURN TO:

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NORTH CAROLINA
 FRANKLIN COUNTY

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made this 22 day of September 2011, by SCOTT B. CATTLE (hereinafter collectively called "Declarant"), of WAKE County, North Carolina;

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described below and desires to subject said real property to the Protective Covenants hereinafter set forth.

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

SEE EXHIBIT "A" ATTACHED HERETO

All dwellings shall have finished ground floor area, exclusive of basements, porches, and garages of 1400 square feet. Yards must be seeded and landscaped in front, back, and on each side. All stumpage, debris and waste material from construction shall be removed from the lot immediately upon completion of the residential building. All dwellings shall be modular or custom built homes. No single-wide or double-wide mobile homes, of any kind, shall be allowed.

No dwelling or other approved structure shall be located on any building site nearer to the front property line than subdivision regulations allow. All dwellings shall have a minimum of 12 feet by 6 feet main roof pitch. No dwelling shall have metal roofing, except for copper accent roofing, logs or any sort, or cinder block, unless used on the exterior foundation and then covered with brick. All dwellings shall have concrete driveways from street to house. For the purpose of this covenant, caves, 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.

574

No lot or portion shall be dedicated or used for a private or public street by anyone other than Declarant. Declarant specifically reserves the right to reconfigure any lots which have not yet been sold by Declarant to third parties for easement or other access purposes.

No lot in the subdivision may be subdivided except as deemed necessary by Declarant as set out in the previous paragraph. This shall prevent any owner from splitting a lot into two or more lots.

All LP gas tanks must be buried underground. Notwithstanding this restriction, LP gas tanks of one hundred twenty gallons or less may be above ground provided they are located behind the dwelling and are not visible from the street in front of said dwelling.

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 any annoyance or nuisance to the subdivision. No heavy duty trucks or tractor trailers may be parked in the subdivision except during construction. No signs or billboards shall be erected or maintained on any lot other than real estate signs. No trade materials or inventories may be stored or regularly parked on any lot. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a dwelling if there is not client or customer traffic to the office.

No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any lot at any time as a residence, either temporarily or permanently.

No animals, livestock or poultry of any kind shall be raised, bred or kept on 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 owner.

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 in the back or side yard. No inoperable vehicle shall be kept in the subdivision. If work or repairs are being done on a vehicle, such work or repair shall be done promptly, or the vehicle shall be removed from the subdivision.

No communication poles, satellite dishes, exceeding 24 inches in diameter, aerials, "ham" radio towers or other form of communication tower, pole or device will be permitted on any lot. Any satellite dish which is less than 24 inches in diameter must be approved if to be placed in front of the house.

The only signs to be allowed in the subdivision shall be as set forth in this paragraph. Realty companies or owners may display standard "for sale" signs on a lot (one per lot). Under no circumstances may a "for sale" sign be more than six square feet. Declarant reserves the right to erect, install, and identify individual lots by placing such signs upon them. Once a lot is sold, such signs shall be removed.

No, fence, wall, hedge or mass planting shall be erected or permitted to remain on

575

Take OUT

any lot closer to the front lot line than the back of the dwelling located on the lot. All fences must be at least five feet off of the side and back property lines. The type, style and location of all fences must be approved in advance by the Declarant or Declarant's designee. No fence wall, hedge or mass planting shall encroach upon adjoining lots.

During construction, each owner shall be responsible to see that unreasonable and excessive amounts of mud and dirt are not tracked onto the paved roads; excessive and unreasonable amounts of trash and debris from construction are not allowed to get on or be left on the roads, road rights-of-way or adjoining lots; and vehicles related to construction are not allowed to park on or along the roads and cause damage to the roads and/or shoulders of the roads. If any of these situations or conditions shall occur, the owner of the lot and/or the owner's contractor and subcontractors will be asked to take all corrective action necessary to correct the problems and/or repair any related damage. If an owner and/or his contractor and subcontractors do not act responsibly to correct all problems addressed herein in a prompt and satisfactory manner, in the opinion of the Declarant or Declarant's designee, then the Declarant or Declarant's designee may have the needed work done, and the cost incurred shall be borne by said lot owner.

All driveways extending into the road right-of-way must be installed to meet NC Department of Transportation specifications and requirements. All driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete and have a diameter of 15 inches or more. All driveways are to be graded so that water will drain away from the asphalt street to the pipe and ditch and not onto the street.

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. No easement shown on the recorded plat as a drainage easement will be changed or canceled by anyone without the written consent of the NC Department of Transportation. 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.

All mailboxes and paper boxes on the road rights-of-way must meet NC Department of Transportation and US Postal Service standards, regulations and requirements. The Declarant or Declarant's designee will have the right to remove any mailboxes and paper boxes which Declarant or Declarant's designee finds are not in compliance if, upon written notice from the Declarant or Declarant's designee, the owner does not correct all problems promptly and properly.

Other than complying utilities, drainage facilities, signs, driveways, mailboxes and paper

576

boxes, no structures or plantings, other than grass, shall be placed or permitted to remain anywhere on the road rights-of-way. The Declarant or Declarant's designee will have the right to remove any structures or plantings which Declarant or Declarant's designee finds are not in compliance if, upon written notice, the owner does not correct all problems promptly and properly. The purpose of this restriction is to comply with the requirements of the NC Department of Transportation as said requirements relate to taking over this subdivision for maintenance.

Declarant reserves the right to subject the real property to a contract with Wake Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either of both of which may require an initial payment and/or a continuing monthly payment to Wake Electric Membership Corporation by the individual lot owners. This payment responsibility will remain with the current owner of each lot as long as Wake Electric Membership Corporation maintains the outdoor lighting service, and the charge will fluctuate in accordance with Wake Electric Membership Corporation's current rates.

In order to maintain good grass cover of the banks and shoulders of the roads and further in order to prevent soil erosion, no motor bikes, three-wheelers, four-wheelers, go-carts or other similar recreational vehicles licensed or unlicensed, may be operated of the banks or shoulders of the roads. In order to promote safety and to prevent noise pollution, no motorbikes, three-wheelers, four-wheelers, go-carts, similar recreational vehicles or other nosy vehicles, licensed or unlicensed, may be operated on any of the roads; this provision shall not apply to construction or maintenance vehicles being used for such purpose.

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.

These covenants may be amended in writing by the Declarant as long as Declarant continues to own at least one lot in this subdivision. When Declarant ceases to own a lot in the subdivision or if lot owners other than the Declarant wish to amend these covenants, then these covenants may be amended in writing by a two-thirds vote of the then owners of the lots in the subdivision. The Declarant contemplates conveyance of the property which is subjected hereto to North Ridge/Franklin County, LLC. If and when that conveyance occurs, North Ridge/Franklin County, LLC shall secede to the Declarant's interest, rights and obligations hereunder, including the

517

right to amend and enforce these amendments.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be signed and sealed, this the 22 day of September 2011.

Scott B. Carle (SEAL)
Scott B. Carle

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Kelly J. Mackay, a Notary Public for Wake County and State, do hereby certify that Scott B. Carle personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this, the 22 day of September, 2011.

[seal]

Kelly J. Mackay
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-3-15

KELLY J. MACKAY
NOTARY PUBLIC
WAKE COUNTY, N.C.