

NORTH CAROLINA

COUNTIES OF WAKE & FRANKLIN

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RESTRICTIVE COVENANTS, PRIVATE ROAD
MAINTENANCE PROVISIONS AND RESERVATIONS
OF EASEMENTS FOR ANDY'S ACRES SUBDIVISION

The declarants, William Bervin Cooley and wife, Doris J. Cooley, hereby declare the following Protective Covenants, Private Road Maintenance Provisions and Reservation of Easements to be applicable to Andy's Acres Subdivision;

WITNESSETH

THAT WHEREAS, declarants are the owners of certain real property hereinafter described, and desire to subject said real property to Protective Covenants and Private Road Maintenance Provisions as hereinafter more fully set forth and declarants further desire to reserve unto themselves the right to grant certain utility service easements to utility companies furnishing services to the property,

NOW, THEREFORE, the declarants hereby declare 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 No. 1 containing 21.523 acres as shown on map of Daniel W. Joyner, R.L.S., dated November 1, 1985, and entitled, "Property of M. B. Cooley Estate", and being more particularly described in Deed recorded in Book P55, Page 407, in the office of the Register of Deeds of Franklin County and Deed recorded in Book 3640, Page 705, in the office of the Register of Deeds of Wake County, and said subdivision being more particularly shown on subdivision map of Daniel W. Joyner dated the 5 day of January, 1986, and being entitled, Andy's Acres Subdivision and recorded in the public registries of Franklin and Wake Counties. 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. 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.
5. Any mobile home placed on the property shall be underpinned with brick, and firmly anchored within ninety (90) days after the same is placed on the property.
6. No incomplete or run-down or dilapidated structures shall be permitted to remain on the property.
7. 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.
8. All water wells and septic tanks must comply with the standards set forth by the Franklin and Wake County Health Departments, and all buildings placed on the property must comply with all applicable codes.
9. These Protective Covenants shall remain in full force and effect and be binding on the property until February 1, 2005, 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.

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

PRIVATE ROAD MAINTENANCE PROVISIONS

For all tracts in Andy's Acres 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 Property Owners Association to be known as Andy's Acres Subdivision Property Owners Association, which Property Owners Association 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 last Friday in January of each year, beginning with the year 1987. At the annual meeting, there shall be elected a Board of Directors of the Association, consisting of three (3) members and the three 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 \$100.00 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 civil action to be instituted for such purpose in the General Court of Justice of either Franklin or Wake Counties. Title to all tracts in the subdivision shall extend to the centerline of the public and/or private road which they adjoin; however, the declarants herein, and their 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. This provision for road maintenance and upkeep shall not apply to Tract No. 1 of the subdivision.

RESERVATION OF UTILITY EASEMENTS

The declarants hereby reserve 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 declarants have caused this instrument to be executed this the 24 day of January, 1986.

William Bervin Cooley (SEAL)
William Bervin Cooley

Doris J. Cooley (SEAL)
Doris J. Cooley

STATE OF North Carolina
COUNTY OF Wake

I, JoAnn Jones, Notary Public, do hereby certify that WILLIAM BERVIN COOLEY AND WIFE, DORIS J. COOLEY, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 24 day of January, 1986.



North Carolina, Franklin County
The foregoing certificate of
JoAnn Jones, A Notary Public, is
certified to be correct.

This 6th day of March, 1986.
Martha D. Shearin
Martha D. Shearin, Register of Deeds

Notary Public
NORTH CAROLINA
FRANKLIN COUNTY

Filed for Registration the 6th day of Mar.
A.D. 1986 at 9:30 AM and recorded in
Book 858 Page 456-457
MARtha D. SHEARIN REGISTER OF DEEDS

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