

Prepared By: Davis, Sturges & Tomlinson, Attorneys
Drawer 708, Louisburg, NC. 27549 (CMD)

NORTH CAROLINA

FRANKLIN COUNTY

RESTRICTIVE COVENANTS, PRIVATE ROAD
MAINTENANCE PROVISIONS AND RESERVATIONS
OF EASEMENTS FOR ROYAL ACRES SUBDIVISION

THIS Declaration of Protective Covenants, Private Road Maintenance Provisions and Reservations of Easements, made this the 29th day of January, 1986, by WADE MOORE EQUIPMENT COMPANY, A North Carolina corporation with its principal office in Franklin County, hereby called "Declarant";

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 set forth and further desires to reserve unto itself certain drainage easements and utility service easements in connection with 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, Private Road Maintenance Provisions and Easements hereinafter set out. The real estate which is the subject of these Protective Covenants and Private Road Maintenance Provisions is described as being located in Harris Township, Franklin County, and being bounded on the North by Fox Ridge Subdivision, on the East by U.S. Highway 401, on the South by Brooks W. Young, and on the West by Champion International and containing a total of 37.82 acres and said land being further described as containing Lots 1-37, inclusive, as on a plat of a survey by William T. Dement, Jr., R.L.S., entitled, "Subdivision Plat of Royal Acres Subdivision" dated January 24, 1986. By amendment to these declarations, the recording information on said plat will be provided later.

1. No inoperable or junk motor vehicles, or equipment of any kind may be located on the property.
2. The property is restricted for use for residential and limited agricultural purposes such as private gardening and the tending of private orchards and vineyards.
3. Only one dwelling or residence may be located on each lot.
4. The lots of the subdivision shall not be re-subdivided, except that the Declarant reserves the right to adjust the location of the various lot lines as may be necessary to insure the usability of a particular lot or group of lots.
5. No livestock or animals may be raised or kept for commercial purposes, and no hogs shall be permitted on the property.
6. In the event a mobile home is placed on the property, the same shall be fully underskirted and firmly anchored within ninety (90) days.
7. No incomplete or junk structures shall be permitted on the property.
8. All driveways installed from abutting roadways must use a pipe of sufficient size to insure proper drainage, and in no event shall said drainage pipe be less than fifteen (15) inches in diameter.
9. Each lot shall have its own well or other approved water source and septic tank or other approved waste disposal system. All water sources and all waste disposal systems must comply with the standards set forth by the Franklin County Health Department. 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. No dumping shall be permitted on the property.
10. All buildings, mobile homes and other structures must be set back at least forty (40) feet from the edge of the road right-of-way. On cul-de-sacs, all buildings, mobile homes and other structures shall be set back to a point where the lot width is at least one-hundred (100) feet. Declarant may waive this provision in cases where, in its opinion, such set back renders the lot unusable or works a hardship on the owner.

See Withdrawal of Restrictive Covenants in Book 869, Page 530

11. These Protective Covenants shall remain in full force and effect and are binding on the property until June 30, 2016, after which they shall be automatically extended for successive periods of five (5) years each, unless by a vote of the majority of the lot owners in the subdivision, and by the consent of the declarant, it is agreed to change, modify or abolish the covenants.

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

13. These Protective Covenants may be enforced by individual lot owners, the declarant or the Royal Acres Property Owners Association.

14. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

PRIVATE ROAD MAINTENANCE PROVISIONS

The lots in Royal Acres Subdivision are served by private roads as shown on the subdivision plat. Although titles to all lots in the subdivision extend to the center line of the private roads which they adjoin, roads themselves have been dedicated for use by all lot owners in the subdivision and the general public. There is hereby created a Royal Acres Property Owners Association for the purpose of establishing rules and regulations governing the use of roads and for the maintenance and upkeep of the same, and to enforce the Protective Covenants for the subdivision. Each of the owners of lots in the subdivision shall be deemed a member of the Property Owners Association, and shall be entitled to one vote per lot owned at the annual meeting of the Association. The first annual meeting of the Association shall be held on the first Saturday in March, 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 lots within the subdivision; 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 Franklin County, North Carolina. Title to all tracts in the subdivision shall extend to the center line of the road which they adjoin; however, the declarant herein, and its successors and assigns, reserves 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.

RESERVATION OF UTILITY EASEMENTS

The declarant hereby reserves the right to grant general utility service easements to any public utility desiring to provide service of such utilities to the subdivision or any individual lot located in the same.

The declarant reserves unto itself an easement at the southeast corner of Lot No. 2 for the erection and maintenance of the subdivision sign and its attendant landscaping.

The declarant reserves service water drainage easements whenever the same may be necessary for the proper maintenance of roads and drives, and the right to direct water from its natural course to a more suitable course within the subdivision whenever it deems the same to be necessary or desirable.

IN TESTIMONY WHEREOF, the declarant has caused this instrument to be executed by its duly elected corporate officers and its seal hereunto affixed, this the 29 day of January, 1986.

ATTEST:

1986

Secretary

(CORPORATE SEAL)

WADE MOORE EQUIPMENT COMPANY

By:

President

STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

I, Phyllis L. Davis, a Notary Public, do hereby certify that Betty Jo Redmond personally came before me this day and acknowledged that she is Secretary of WADE MOORE EQUIPMENT COMPANY and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name and by its _____ President, sealed with its corporate seal and attested by herself as its Secretary.

Witness my hand and notarial seal this the 11 day of March, 1986.

Phyllis L. Davis
Notary Public

My Commission expires:

7-13-87

(SEAL)

NORTH CAROLINA
FRANKLIN COUNTY

Filed for Registration the 12th day of March A.D. 1986 at 8:00 A.M.
registered the 12th day of March A.D. 1986 in Book 858 Page 537-539
Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS
BY _____

North Carolina, Franklin County

The foregoing certificate of Phyllis L. Davis, a Notary Public is certified to be correct. This the 12th day of March, 1986.

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