

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

NORTH CAROLINA

FRANKLIN COUNTY

RESTRICTIVE COVENANTS FOR
ROYAL ACRES SUBDIVISION

This Declaration of Protective Covenants made this the 29th day of October 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. 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, as same appears on plat recorded in Plat Record Cabinet 3, Slide 17B, Office of the Register of Deeds of Franklin County.

1. No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling, a private garage and other structures for use in connection with said dwelling; provided, that any such structures shall be designed, constructed and maintained in keeping with the style and design of said building. No mobile home or modular home shall be placed on any lot located within Royal Acres Subdivision.

2. All dwellings must be set back at least forty (40) feet from the edge of the road right-of-way. On cul-de-sacs, all dwellings 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 as a hardship on the owner.

3. No dwelling shall be permitted on any lot with less than 1300 square feet of living space, exclusive of porches, garages, and terraces, and no dwelling shall be constructed with any exterior finish other than brick, brick veneer, stone, imitation stone, wood or a material equal to or superior to the above mentioned, or a combination of any of these, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially of the same or better than that which can be purchased on the dated of this deed and to eliminate the possibility of the construction of a house built solely of cement block.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time, as a residence, either temporarily or permanently.

5. 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.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

See Amended Restrictive Covenants in Book 897, Page 204-205

7. Limited agricultural privileges, such as private gardening and the tending of private orchards and vineyards, shall be permitted. No one shall be permitted at any time to keep or raise animals for commercial purposes, and no pigs, chickens, cows or goats shall be permitted on any lot.

8. 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.

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. 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.

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

12. 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.

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

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 October, 1986.

ATTEST:

WADE MOORE EQUIPMENT COMPANY

Betty Jo Redmond
Secretary
(CORPORATE SEAL)

By: Phyllis L. Davis (SEAL)
President

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

Phyllis L. Davis, 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 31 day of October, 1986.

Phyllis L. Davis
Notary Public

My Commission expires:

2-23-87
(SEAL)

NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate of Phyllis L. Davis, a Notary Public, is certified to be correct.

This the 31st day of October, 1986.

Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS

NORTH CAROLINA - FRANKLIN COUNTY

Filed for registration the 31st

day of October, A.D. 19 86

At 5:00 P. M., In Book 869

Page(s) 531-532

Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS