



Doc No 10021358
Recorded 01/15/2020 02:05:38 PM
Fee Amt: \$26.00 Page 1 of 2

Franklin County North Carolina
Brandi S. Davis, Register of Deeds
BK 2198 PG 602 - 603 (2)

Prepared by and return to: George N. Hamrick
Hamrick & Galanis, PLLC
7048 Knightdale Blvd., Suite 200
Knightdale, North Carolina 27545

NORTH CAROLINA

FRANKLIN COUNTY

**AMENDMENT OF
RESTRICTIVE COVENANTS
FOR
PEARCES POND SUBDIVISION**

This Amendment is made and entered into this 9th day of January, 2020, by and between ***Dallas M. Pearce*** (hereinafter referred to as "Declarant")

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of those certain tracts of land designated as Lots 4, 5 and 6 of Pearces Pond Subdivision as said lots are shown on map recorded in Book of Maps 2017, Page 289, Franklin County Registry; and

WHEREAS, the Declarant has previously recorded restrictive covenants for Pearces Pond Subdivision, said covenants being recorded in Book 2125, Page 56, Franklin County Registry; and

WHEREAS, the Declarant desires to add an additional provision to said covenants.

NOW, THEREFORE, the Declarant does hereby amend the restrictive covenants recorded in Book 2125, Page 56, Franklin County Registry as follows:

Article XIV be, and it hereby is, amended to add the following additional language:

The subdivision will have street lights located along the 45 foot wide private easement running from Rogers Road to the lots described in the original restrictive covenants. The 45 foot wide private easement shall also be accessed from

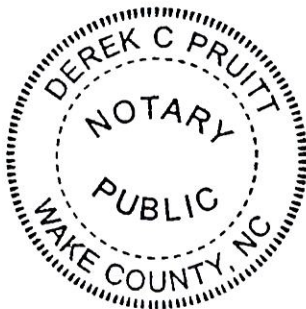
Rogers Road by virtue of an electronically operated gate. It is acknowledged that there will be expenses incurred to Duke Energy for the utility bills associated with the street lights and the operation of the gate. In addition, there may be maintenance expense associated with the gate. Each lot owner shall be responsible for its pro-rata share of the cost of the utility bills associated with the street lights and gate and each lot owner shall be responsible for its pro-rata share of any expense incurred for the maintenance of the gate.

Except as is herein expressly amended by the addition of the above language all of the initial terms and conditions of the restrictive covenants recorded in Book 2125, Page 56, Franklin County Registry shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Declarant has hereunto set his hand and seal to this amendment as of the day and year first above written.

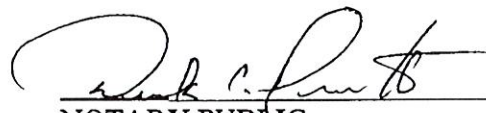
 (Seal)
Dallas M. Pearce

STATE OF NORTH CAROLINA
COUNTY OF WAKE



I, DEREK C. PRUITT a Notary Public for
WAKE County and State, do hereby certify that
Dallas M. Pearce personally appeared before me this day and
acknowledged the due execution of the foregoing document.
WITNESS my hand and official stamp or seal this 14th
day of January, 2020.

My Commission Expires: 9/13/2022

 (SEAL)
NOTARY PUBLIC

BK 2125 PG 56 - 62

Prepared by and return to: George N. Hamrick
7048 Knightdale Blvd., Suite 200
Knightdale, North Carolina 27545

NORTH CAROLINA
FRANKLIN COUNTY

**RESTRICTIVE COVENANTS
FOR
PEARCES POND SUBDIVISION**

THESE RESTRICTIVE COVENANTS are made and executed this 17th day of November, 2017, by *Dallas M. Pearce*;

WITNESSETH:

THAT WHEREAS, Dallas M. Pearce (hereinafter referred to as the "Declarant"), is the owner and developer of the lands hereinafter described, and desires to declare and place the restrictions hereinafter described upon the development, improvement, and use thereof.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, does hereby covenant and agree with all persons, firms, and corporations who or which may acquire any interest in or title to any of the property hereinafter described, as an inducement to said property, that the property and each and every lot described below are hereby made subject to the following Restrictive Covenants as to the development, improvement, and use thereof, by whomsoever owned. The real property to which these Restrictive Covenants shall be applicable being described as follows:

BEING all of Lots 4, 5 and 6 of Pearces Pond Subdivision,
as shown on map recorded in Book of Maps 2017, Page 289,
Franklin County Registry.

ARTICLE I

Purpose. The real property hereinabove described is subject to the protective covenants and restrictions hereby declared to ensure the best use and the most appropriate

development and improvement 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; to ensure 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 and inharmonious improvement of 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 improvement in said property, thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

Architectural Committee. The Architectural Committee shall be composed of one (1) person designated and appointed by the Declarant or such person, firm, or corporation to whom the Declarant has expressly assigned this right. The initial Architectural Committee shall be comprised of Dallas M. Pearce. When all lots in all Phases to be developed in Pearces Pond Subdivision have been sold by the Declarant, the initial Architectural Committee shall dissolve, and the original members of said initial Committee will have no further duties or responsibilities as a member of the Architectural Committee.

ARTICLE III

Land Use and Building Type. Except as provided herein, no lot shall be used except for single-family residential purposes, except the Declarant or its designees may maintain a temporary business office and a model home on a lot. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two and half (2 1/2) stories in height; a private garage for not less than two (2) cars, but not more than three (3) cars; and (with the approval of the Architectural Committee and in compliance with Franklin County regulations) an accessory building or structure for storage or other appropriate residential uses, not in excess of four hundred (400) square feet in area. No manufactured single wide or double wide homes nor any modular homes are to be allowed on any lot for any purpose.

ARTICLE IV

Building Design. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plat showing the location of every such building have been approved by the Architectural Committee, in writing, as to conformity and

harmony of external design with existing structures in the subdivision, including, without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation. In the event the Committee fails to approve or disapprove the design or location within thirty (30) days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alterations 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. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. All driveways must be either graveled or paved. If it should be necessary for any road pipe to be installed on a lot, the road pipe must be installed in accordance with the specifications promulgated by the North Carolina Department of Transportation.

ARTICLE V

Dwelling Size. The floor area of the main structure of any dwelling erected in said subdivision, exclusive of open porches and garages shall not be less than 1800 square feet for a one-story residence or 2100 square for a two-story residence. The maximum building height shall not exceed 35 feet. The Architectural Committee reserves the right to vary this square footage requirement up to ten percent. Said variance to be within the sole discretion of the architectural review committee.

ARTICLE VI

Building Location. No building shall be located on any lot in such a manner that will cause the building to be in violation of Franklin County set back requirements.

ARTICLE VII

Well and Septic. 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 waste disposal systems must comply with the standard 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 any lot and each dwelling within the subdivision shall be connected to an electric service prior to occupancy.

ARTICLE VIII

Easements. Easements for installation and maintenance of utilities, drainage facilities, and signs are reserved as shown on the recorded plat. Within these easements,

no structures, 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, change the direction of flow of drainage channels in the easement, or obstruct or retard the flow of water through drainage channels in the easements. 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.

ARTICLE IX

Business, Manufacturing, Commercial, and Professional Uses Prohibited; Nuisances Prohibited. No building or structure shall be used for any purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Committee.

No signs advertisements, billboards or advertising structures of any kind shall be erected, maintained or displayed on any lot; provided, however, that nothing herein shall prohibit signs erected or displayed by Declarant in connection with the development of the properties and the marketing and sale of residences therein, and nothing herein shall prohibit a sale sign erected by any future owner attempting to market their individual house, provided such sign is not in excess of six (6) square feet.

ARTICLE X

Temporary Structures; Satellite Dishes. No trailer, tent, shack, barn, or other outbuilding, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation, either temporarily or permanently. Satellite dishes may be allowed on the premises only in locations approved by the Architectural Committee, in writing, with type and style being submitted by the lot owner to the Architectural Committee prior to approval.

ARTICLE XI

Fences. No fences or screening of any kind shall be erected or maintained on lot between the rear of the residence constructed on such lot and the street which such lot fronts. Fences may be maintained on other portions of the lots only with written consent of the Architectural Committee as to location, material, and height, and the decision of such Committee to approve or reject a fence shall be conclusive. The Architectural Committee reserves the right to have a uniform fence requirement for all lots.

ARTICLE XII

Animals. It shall be permissible for horses to be raised, bred or kept on a lot in the subdivision, provided, that at any one time that there will be no more than four horses on any lot. Except for horses, no other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that two dogs, two cats or other household pets may be kept, provided they are not bred or maintained for any commercial purpose.

ARTICLE XIII

Term. 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 (25) years from the date on which the Declaration is filed for registration in the Registry of Franklin County, after which period said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part; provided, however, that any such instrument must be recorded within a six (6) month period preceding the end of the twenty-five (25) year period or a ten (10) year extension period.

ARTICLE XIV

Underground Utilities. Declarant reserves the right to subject the property in this subdivision to a contract with Duke Progress Energy or Franklin Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting. Either or both of which may require an initial payment and continuing monthly payment to Duke Progress Energy or Franklin Electric Membership Corporation by each individual lot owner.

ARTICLE XV

Road Maintenance Certification. The lots referred to in these restrictive covenants are provided access to Rogers Road by virtue of a 45 foot wide Type 1 private easement and also by a 45 foot wide access easement as both are shown on map recorded in Book of Maps 2017, Page 289, Franklin County Registry. Each lot owner shall be responsible for its pro-rata share of the cost of maintaining the 45 foot wide Type 1 private easement and the 45 foot wide access easement.

ARTICLE XVI

Gas and Oil Tanks. All gas tanks in excess of 100 gallons must be buried. Any gas tank of 100 gallons or less maybe either buried or hidden by attractive structures, before the closing of the permanent loan on said lot, the construction of said structure to be in accordance with specifications approved by the Architectural Committee.

ARTICLE XVII

Appearance. Each owner shall keep his building site free of tall grass and weeds, undergrowth, dead trees, trash, and rubbish, and the property shall be maintained so as to present a pleasing appearance. If, in the opinion of the Architectural Committee, an owner is not properly maintaining his building as provided, the Declarant may have the required work done, and the costs thus incurred shall be paid by the owner, with enforcement pursuant to Article XVIII. Each owner shall also be responsible for maintaining and mowing all unpaved areas in front of that owner's lot that might be within the right-of-way of the streets within said subdivision. The drying of clothes in public view is prohibited. No above ground pools shall be permitted.

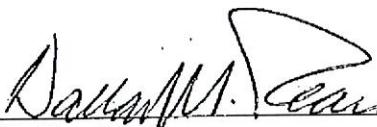
ARTICLE XVIII

Enforcement. Enforcement shall be the responsibility of the homeowners of the subdivision, but the Declarant and the Architectural Committee shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorneys' fees and court costs incurred in enforcing or defending matters related to these covenants.

ARTICLE XIX

Severability. Invalidity of any one (1) 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 be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the Declarant, *Dallas M. Pearce* has caused this instrument to be executed the day and year first above written by affixing its name and seal thereto.

 (Seal)
Dallas M. Pearce

STATE OF NORTH CAROLINA
COUNTY OF Wake



I, the undersigned Notary Public for the aforesaid County and State, do hereby certify that ***Dallas M. Pearce*** personally appeared before me this day and acknowledged the due execution of the foregoing document.
WITNESS my hand and official stamp or seal this 17th day of November, 2017.

My Commission Expires: 4-13-2018



NOTARY PUBLIC (SEAL)