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Franklin County North Carolina
Brandi S. Davis Register of Deeds

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PREPARED BY AND MAIL AFTER RECORDING TO: STEPHEN D. LOWRY, 8358-104 SIX FORKS RD. RALEIGH, NC 27615

STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

RESTRICTIVE COVENANTS FOR EMERALD WOODS

W. R. RICHARDS (also known as **WILLIAM R. RICHARDS**) (hereinafter "**Declarant**"), hereby declares that the real property described on attached Exhibit A (the "**Subdivision**") is and shall hereafter be held, transferred, sold, and conveyed subject to the following restrictive covenants (the "**Covenants**"), which Covenants shall be appurtenant to and run with the land, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for residential purposes; provided, however, that Declarant or Declarant's assigns may use any Lot within the Subdivision as a temporary sales office and/or model home for the purposes of carrying on business related to the development, improvement, and sale of lots and/or homes with the Subdivision, which temporary sales office may be a trailer, and shall not be required to have a foundation. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed 2 ½ stories (including basement) in height, a private garage with no more than two double doors or four single doors for vehicles, and other out-buildings incidental to residential use of the Lot. Any out-building or detached garage shall be constructed of similar materials to that of the main dwelling. No metal out-buildings shall be allowed. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. DWELLING SIZE. The minimum heated floor space of a dwelling may not be less than 1,600 square feet.

3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside the building envelope shown on the recorded plat of the Subdivision or as otherwise required or permitted by the Franklin County zoning ordinances and regulations (the "Zoning Ordinance"). For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay

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in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Franklin County Register of Deeds.

windows, chimneys, carports, and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the Zoning Ordinance as it exists as of the date of issuance of a certificate of occupancy for such dwelling.

4. FENCES. Any fence or wall installed with the Subdivision must meet all requirements of the Zoning Ordinance, and must be approved by the Architectural Committee (defined below). No fences shall be permitted in front of the rear elevation of the dwelling constructed on a Lot, without the consent of the Architectural Committee. Any fences along any road in the Subdivision, or within 100 feet of any road must be a board fence of a type consistent with the general tone of development of the Subdivision. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor to any fence installed by Declarant at any entrance to or along any street within the Subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, mobile home, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., a garage, driveway, carport, or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached parked paved pad, which pad shall be designed for the parking of not more than three vehicles. Any driveway or parking pad constructed upon any Lot shall have a concrete or other paved surface.

No tractor trailer trucks or cabs or commercial vehicle of any kind shall be parked on any street or any Lot within the Subdivision. No mobile house trailer (whether on or off wheels), vehicle, or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), boat, or boat trailer shall be parked on any street within the Subdivision, but any such camper, boat, or boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that it is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Zoning Ordinance and be approved by the Architectural Committee.

No vehicle or any type which is abandoned or inoperative shall be stored or kept on any Lot in such a manner as to be seen from any other Lot, any street within the Subdivision, or the Common Area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No birds, animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties or any part thereof or on any Lot, excepts that dogs, cats or other household pets may be kept, bred or raised solely as domestic pets and not for commercial purposes, but no more than two outside dogs may be

kept on any Lot. Notwithstanding the foregoing, up to five hens may be kept on any Lot for the purpose of egg laying, but no roosters may be kept on lot. Chickens may not roam free and must be kept in cages and pens. Such domestic pets shall be kept under the control of the Owner of such pets or his/her guests. The Owner of any pet shall immediately remove excrement deposited by said pet upon the streets and/or the sidewalks and/or the Lots in the Subdivision. Habitual barking, howling, crowing, yelping or otherwise noisy pets shall be deemed a nuisance. No horses or barnyard animals shall be kept or allowed to remain on any of the Properties or any part thereof or on any Lot at any time.

8. **NUISANCES; BUSINESS ACTIVITY.** 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 an annoyance or nuisance to the neighborhood. No portion of a Lot shall be used for business, manufacturing or commercial purposes, nor shall any merchandise be kept or allowed to remain on a Lot for commercial purposes. Each Owner shall maintain his or her buildings, improvements, landscaping and grounds in a safe, clean and orderly fashion.

9. **SIGNS.** Except as otherwise required by Franklin County, no sign of any kind shall be displayed to the public view on any Lot except signs used to advertise Lots for sale during the construction and sales period, one sign of not more than ten square feet advertising the property for sale or rent, and signs of not more than ten square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general, or special election, provided that such political signs shall not be placed on a Lot earlier than 60 days before such elections and shall be removed within two days after such election.

10. **ANTENNAS; SATELLITE DISHES OR DISCS.** No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten feet above the top roof ridge of the dwelling. However, a satellite antenna receiver or disc will be permitted on a Lot if: (i) the receiver or disc is not larger than two feet in diameter; (ii) the receiver or disc is located on the side of the dwelling away from the street and within the building setback lines applicable to that Lot; and (iii) the receiver or disc is located or screened in such a way that it cannot be seen from any street within the Subdivision. Any such screening must be approved by the Architectural Committee. In no event shall any free-standing transmission or receiving tower be permitted on any Lot.

11. **SWIMMING POOLS.** No in-ground swimming pools shall be permitted on any Lot unless the same has been approved by the Architectural Committee. No above-ground swimming pools shall be permitted in the Subdivision, except that small, inflatable wading pools shall be permitted.

12. **MAILBOXES.** No mailbox shall be placed or maintained on any Lot unless the same has been approved by the Architectural Committee.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his or her Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement with twelve months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the dwelling constructed on such Lot, the owner may, at his or her option, either completely remove the damaged structure and landscape area on which the structure stood, or repair or reconstruct the structure.

All construction, landscaping, or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public or private streets free from any dirt, mud, garbage, trash, or other debris resulting from any such construction on his or her Lot.

14. CLOTHESLINES. No exterior clotheslines may be erected or maintained on any Lot in front of the rear elevation of the dwelling constructed on a Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored in such a manner as not to be visible from the street upon which the dwelling fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to the approved enclosure the night of the scheduled pickup. No burning of any debris, trash, yard waste or other rubbish shall be permitted on any Lot.

16. SEPTIC TANKS, WELLS. No septic tank shall be installed, used, or maintained on any Lot unless approved by the Franklin County Health Department. No well shall be installed, used, or maintained on any Lot except as may be necessary for human domestic water consumption or as shall be approved by the Architectural Committee.

17. EASEMENTS. Declarant reserves to itself and its successors and assigns, in addition to any easements of record, a perpetual, alienable, and releasable easement and right on, over, and under the ground to erect, install, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains, water drainage provision and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, cable television, gas, water, sewer, water drainage, and public conveniences or utilities on, in, or over each side five feet of any Lot, and ten foot right-of-way over, under and along the rear line of each Lot. These easements and rights

expressly include the right to cut any trees, bushes, or shrubbery, excavate and grade soil, and to take any other action reasonably necessary to permit the economical and safe utility installation, and to maintain reasonable standards of health, safety, and appearance.

18. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded maps or plats for the Subdivision, except by and with the written consent of Declarant.

19. UNINTENTIONAL VIOLATIONS. Declarant, or the Architectural Committee, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Zoning Ordinance, or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Franklin County Registry.

20. STREET LIGHTING; UTILITIES. Declarant reserves the right to subject the Subdivision to a contract for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require an initial contribution and/or a continuing monthly payment to the utility service by the owner of each Lot or by the Association (defined below). All telephone, electric, cable television, water, sewer, and other utility lines and connections between lines and structures shall be concealed and located underground, unless otherwise approved by the Architectural Committee.

21. VARIANCES. Declarant or the Association, in their discretion, may allow reasonable variances and adjustments to the restrictions set forth herein in order to alleviate practical difficulties and hardship in the enforcement and operation of these Covenants. Any such variances shall not violate the spirit or the intent of these Covenants to create a subdivision of lots owned in fee by various persons with each such owner having an easement upon common areas owned by the Association. To be effective, a variance hereunder shall be recorded in the Franklin County Register of Deeds Office, shall be executed on behalf of the Association or Declarant, as the case may be, and shall refer specifically to these Covenants.

22. SIGNS. The Association may maintain Subdivision signs and landscaping, and lighting surrounding the same, within the Open Space or Common Areas. The costs of all such maintenance, repair, and replacement of such signs, landscaping, and lighting shall be part of the common expenses of the Association, payable by the owners.

23. ARCHITECTURAL COMMITTEE. The Architectural Committee of the Association shall be responsible for all matters assigned to it under these Covenants or by the Association. No dwelling or other structure or other improvements (the "Improvements") shall be erected, placed or altered on any Lot, or in any addition

thereto, until the Improvements' plans and specifications for such Lot and the Lot plan for such Lot (showing the location of such Improvements on the Lot) and the Landscaping Plan for such Lot (collectively, the "Plans") have been approved in writing by the Architectural Committee as to conformity and harmony of external design with existing (and approved or proposed) Improvements in the Lots, and as to location of the improvements with respect to topography and finished ground elevation. Such written approval from the Architectural Committee must be obtained prior to commencing clearing, grading or construction of any kind on a Lot. All Improvements shall comply with the plans as presented unless changes are approved in writing by the Architectural Committee. The written approval of Architectural Committee shall also be required prior to erecting, placing or altering mail boxes, signs and newspaper boxes upon any lot. All roof pitches for a dwelling and/or garage on any Lot must be approved by Architectural Committee. Anything herein to the contrary notwithstanding, during the initial development of the Lots, the Architectural Committee may limit its review to a review of a typical set of Plans and Specifications and Materials for the proposed residence type proposed by a Contract Seller or a Builder to be built within the Subdivision, and, upon the Architectural Committee's written approval of such typical Plans, Specifications, and Materials, residences may be constructed in the Subdivision consistent with such approved Plans, Specifications, and Materials without the requirement of further review by the Architectural Committee. Only Builders approved by Declarant shall be used to construct homes in the development. Declarant reserves the right to require that the Builder of each residence in the Subdivision is a member of the then current approved Builder Team for the Development. Until such time as approved Improvements been constructed on all of the Lots, the size of the Architectural Committee, and the persons appointed to the Architectural Committee, shall be determined from time to time by Declarant. Thereafter, the Architectural Committee shall be disbanded, unless a majority of the owners of Lots elect to maintain an Architectural Committee for future improvements.

24. ENFORCEMENT. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and enforcement shall be either to restrain violation and/or to recover damages resulting therefrom. These Covenants may also be enforced by the Association, pursuant to the Bylaws.

25. SEVERABILITY. Invalidation of any one or more of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

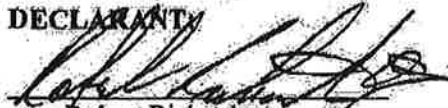
26. TERM. These Covenants shall run and bind the land and all owners thereof for a period of 25 years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten years unless altered or amended as set forth below. These Covenants may be amended during the first five-year period by Declarant, without the approval or joinder of any other person. These Covenants may also be amended during the first 25-year period by an instrument signed

by the then-owners of not less than 80% of the Lots, and thereafter by an instrument signed by the then-owners of not less than 75% of the Lots.

27. USE OF ALL-TERRAIN VEHICLES, DIRT BIKES, MOTORCYCLES, AND MOPEDS. The use of All-Terrain Vehicles ("ATV's"), dirt bikes, motorcycles and mopeds on Lots in the Subdivision shall be restricted to and limited to transportation purposes only as may be necessary to access portions of the Lot. No recreational use of ATV's, dirt bikes, motorcycle, or mopeds shall be permitted in the Subdivision.

IN WITNESS WHEREOF, Declarant has caused this instrument to be
executed as of the 30 day of August, 2017.

DECLARANT


Robert Richards
w.r.

State of North Carolina

County of Franklin

I, the undersigned, a Notary Public for said County and State, certify that ^{w.r.} Robert Richards personally appeared before me this day, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 30 day of August, 2017.


Notary Public
My commission expires: 9-12-17

