

645



Doc ID: 002216540005 Type: CRP
Recorded: 05/12/2005 at 02:15:39 PM
Fee Amt: \$26.00 Page 1 of 5
Franklin County North Carolina
Linda H. Stone Register of Deeds
BK **1472** PG **645-649**

Prepared by and return to: Darnell Batton, Attorney

**NORTH CAROLINA
FRANKLIN COUNTY**

**CORRECTED RESTRICTIVE COVENANTS, RESERVATION OF EASEMENTS
&
ROAD MAINTENANCE AGREEMENT**

DEER TRAILS II-B SUBDIVISION

THIS DECLARATION OF CORRECTED RESTRICTIVE COVENANTS, RESERVATION OF EASEMENTS & ROAD MAINTENANCE AGREEMENT made this 12th day of May 2005, by **LANDWORKS DEVELOPMENT, LLC**, a North Carolina Limited Liability Company, hereinafter referred to as **DEVELOPER**, of Franklin County, North Carolina;

WITNESSETH:

WHEREAS, DEVELOPER subjected certain lots in Deer Trails II-B Subdivision to those restrictions as recorded in the Franklin County Register of Deeds on January 3, 2003 in Deed Book 1312, Page 513.

WHEREAS, two lots, namely Lot 7 and Lot 8 were erroneously enumerated therein and were not intended to be included in the original covenants, as these two lots were not part of the current development scheme; and **WHEREAS**, two other lots, namely Lot 11 and Lot 12 were erroneously excluded and were intended to be part of the original document and the Declarant now wishes to correct said lots subjected to those restrictions.

WHEREAS, DEVELOPER is the owner of that real property described below and is desirous of subjecting said real property to the Restrictive Covenants, Reservation of Easements & Road Maintenance Agreement hereinafter set forth.

NOW, THEREFORE, DEVELOPER hereby declares that the following described real property located in Louisburg Township, Franklin County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Restrictive Covenants, Reservation of Easements & Road Maintenance Agreement under the terms as hereinafter set out, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns and shall insure the benefit of each owner thereof. The real property is described as follows:

Being all of Lots 1, 2, 5, 6, 9, 10, 11 & 12 of Deer Trails II-B Subdivision as they appear on that subdivision plat recorded in Map Book 2001, Page 333 of the Franklin County Registry.

1. **LAND USE**, All lots shall be used for residential purposes as defined by the Franklin County Subdivision Ordinance. Each lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single-family dwelling and not to exceed two stories in height. Said dwelling shall be either, conventional or modular construction. No mobile homes of any type or description may be placed on any lot or portion thereof. More than one lot may be used as one building site if approved in writing by Developer, or such other person designated by Developer and the multiple lots are recombined by survey and tax listing into one lot. 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 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 the County. No dumping shall be permitted on any lot.

2. **DWELLING SIZE**, All single floor dwellings shall have a heated, enclosed interior ground floor area of at least 1400 square feet, not including basements, porches, screened porches, garages, carports or stoops. All split level or multi level dwellings shall have a heated area of at least 1100 square feet on the ground floor, not including basements, porches, screened porches, garages, carports or stoops.

3. **BUILDING SETBACKS**, No dwelling or other approved structure shall be located on any lot nearer to the front property line than thirty (30) feet or less than ten (10) feet from any side property line, or less than twenty-five (25) feet away from any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another lot.

4. **DWELLING, GARAGE AND OUTBUILDING APPROVAL**, In order to maintain architectural continuity in this subdivision and to guard against the erection therein of poorly designed or proportional structures, no building, garage, fence, animal pens, stable, barn, outside lighting, screen planting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by Developer, or by such other persons designated by Developer. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plot plan showing location of house, specifications, and design of driveway. A sketch plan showing approximate locations and design will be acceptable. Any structure, building, garage, fence, animal pen, stable, barn, outside lighting or screen planting located on any lot must be maintained by the property owner. No shelter of a temporary or permanent character such as a trailer, basement, tent, shack, garage or barn shall be used on any building site any time as a residence, either temporarily or permanently.

5. **EASEMENTS**, An easement of fifteen (15) feet along each property line shall be reserved for Carolina Power & Light Company for the installation and maintenance of utilities. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these utilities. The owner of the lot, except for those improvements for which the public authority or utility company is responsible, shall maintain the easement area of each lot and all improvements in it continuously. In the event that any owner of two or more adjacent lots shall prepare plans for the construction of a house on the line separating two or more lots, then the easement along this lot line shall become null and void. Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer. Developer 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 located in the same.

6. **NUISANCES**, No noxious or offensive trade or activity shall be carried on upon any lot, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than a common real estate sale sign. Seasonal decorations shall be completely removed from each lot or

dwelling no later than 30 days after the observed holiday or occasion. No motorbikes, go-carts, three or four wheel recreational vehicles shall be operated on lots in the subdivision or any street in the same. Any other type of motor vehicle or machinery that is excessively loud is also prohibited.

7. **ANIMALS**, No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except, dogs, cats, household pets and horses may be kept, provided that they are not bred or maintained for any commercial purposes. Horses will be allowed on any lot containing a gross area of three (3) acres or more. One or more combined lots shall constitute a single lot for the purpose of this covenant. There shall be a barn or stable constructed on those lots before any horses are kept on any lot and the out building, barn or stable must comply completely with Article 4 of these Restrictive Covenants, Reservation of Easements & Road Maintenance Agreement. Owners with dogs, cats, other household pets and horses will be responsible for their own animals. They will insure that they are not a nuisance to other lot owners and will keep them confined in an approved pen or enclosure or on a leash at all times. All areas shall remain neat, green with growing grass, and will not be allowed to become muddy, bare or unsightly due to overgrazing.

8. **INGRESS, EGRESS & REGRESS**, No owner of any lot shall allow or permit any portion of any lot to be dedicated or used for a public street or road. Access to all lots shall be from Doe Crossing Drive only and no entry or access shall be from any real property adjoining this subdivision.

9. **ROAD MAINTENANCE**, Developer hereby affirms that they are the owners of Lots 1, 2, 5, 6, 9, 10, 11 & 12 Deer Trails II-B Subdivision, Franklin County, North Carolina and further affirm that they have constructed all roads in the subdivision to proper specifications so that these roads may be taken over by the North Carolina Department of Transportation into the state public highway system. Developer shall provide maintenance on these roads until such time as the number of residences meets the requirement to be included in the state highway system. Developer and each individual lot owner shall cooperate in having the subdivisions roads turned over to the North Carolina Department of Transportation.

10. **SUBDIVISION OF LOTS**, No lot in the subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner of any lot from splitting or subdividing such lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot smaller, so long as the smaller lot has at least a minimum of 30,000 square feet in area.

11. **DRIVEWAYS**, Paved or concrete driveways shall be provided by the owner of each lot, and must extend from the edge of the existing paved street a minimum of forty-five (45) feet. The owner of any lot shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision. All boats, travel trailers and campers shall be kept behind the owners' residence so as not to be visible. The driveway pipe shall be reinforced concrete and large enough to carry the flow of the ditch, but in no case smaller the fifteen (15) inches in diameter.

12. **UTILITIES**, All telephone, electric, cable and other utility lines and connections between the main utility lines and residence and other buildings located on each lot shall be concealed and located underground so as not to be visible. Satellite dishes shall not be attached to any building or structure and must be located at ground level, permanently installed and all lines shall be concealed and located underground so as not to be visible. Propane, gasoline, fuel oil or any other containers of this type placed on any lot shall be screened with a material approved by the Developer.

13. **APPEARANCE**, All owners of lots agree to maintain and keep clean all areas of said lot. No weeds, tall grass, undergrowth, dead trees, junk, inoperable motor vehicles, trash, rubbish or building materials shall be permitted to clutter the yard of said property.

14. **ENFORCEMENT**, Enforcement of these covenants shall be by proceeding at law or in equity against any person or entity violating or attempting to violate or circumvent any article of these covenants. Such action may be either to restrain a violation or to recover damages. Any cost of litigation, including reasonable attorneys' fees shall be the expense of the owner of the lot against whom such action is taken.

15. **INVALIDATION**, Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect the validity of any of the other provisions, which shall remain in full force and effect, and the failure of any person or entity to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

16. **EXPIRATION**, these Restrictive Covenants, Reservation of Easements & Road Maintenance Agreement shall remain in full force and effect for a period of twenty (20) years from the date of recording hereof, after which they 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.

IN WITNESS WHEREOF, the grantor has caused this instrument to be signed in its organization name by its duly authorized manager, the day and year first above written.

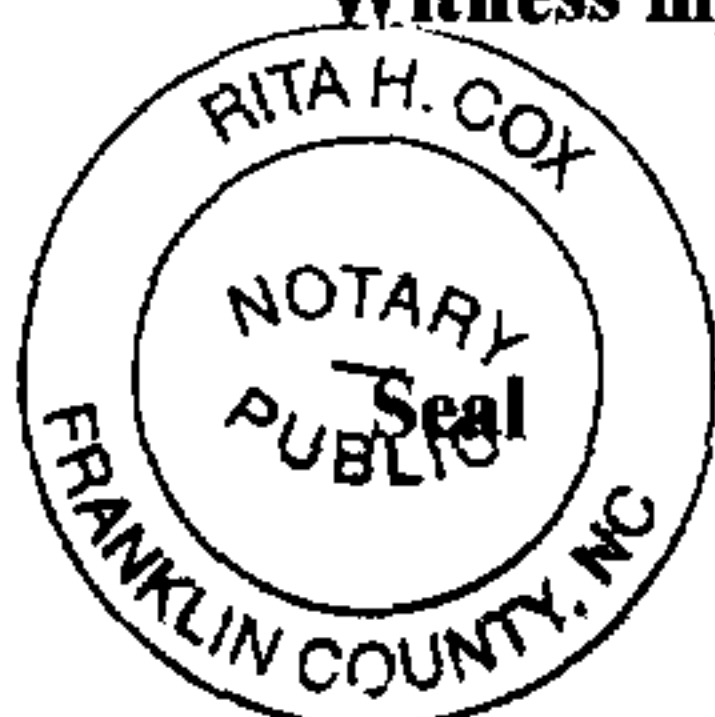
Bill Riggan
Landworks Development, LLC
By: Bill Riggan, Manager

NORTH CAROLINA

COUNTY OF FRANKLIN

I, Rita H. Cox, a Notary Public for said County and State, do certify, Bill Riggan, Manager of Landworks Development, LLC, a NC Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the 12th day of May, 2005.



Rita H Cox
Notary Public

My commission expires: 11/22/08

North Carolina-Franklin County

The foregoing certificate of Rita H. Cox, a Notary Public, is certified to be correct and duly recorded. This the 12th day of May, 2005.

Linda H. Stone
Linda H. Stone, Register of Deeds

by Carolyn Coley, Asst.