

PREPARED BY/MAIL TO. HOWARD DOYLE, PO BOX 632, ZEBULON NC 27597

NORTH CAROLINA
FRANKLIN COUNTY

DECLARATION OF RESTRICTIVE COVENANTS
OF HARRISON VILLAGE SUBDIVISION

THIS DECLARATION AND AGREEMENT is made and executed on this the 16th day of August, 1996, by Evelyn S. Horton

WITNESSETH:

Evelyn S Horton, the owner and developer of the lands hereinafter described, and herein referred to as "Declarant", desires to declare and place the restrictions hereinafter set forth upon the lots in th real estate subdivision hereinafter described and upon the development, improvement and use thereof

NOW THEREFORE, the Declarant, for itself, and 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 persons, firms and corporations to purchase a part of the said property, that the property, and each and every lot, described below, is hereby subject to the following restrictive covenants as to the development and improvement and use thereof, which covenants shall run with the said land and with each and every lot by whomsoever owned The real property to which these restrictive covenants shall be applicable being described as follows:

Being all of the lots which are currently owned by the Declarants in the subdivisions depicted in Book 1996, Page 257, Franklin County Registry.

ARTICLE 1

PURPOSE. The real property hereinbefore described is subjected to the protective covenants and restrictions hereby declared to insure 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, and structures built of improper or unsuitable materials; to obtain harmonious color schemes: to insure 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 secure and maintain proper setbacks from streets and adequate free space between structures and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. The term "single family" as used herein means persons who are related by blood, adoption or marriage or living together by who are related by blood, adoption or marriage or living together by not more than two unrelated adults. Nothing in this document shall be deemed to prohibit the conversion of a lot to a street

ARTICLE 2

LAND USE AND BUILDING TYPE No lot shall be used except for single family residential purposes No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and an accessory building or structure for storage or other appropriate residential uses, not in excess of 650 square feet in area. Double wide manufactured housing and modular double wide homes are permitted. All foundations and steps must be brick Double wide units over five years old must be approved by declarant or authorized agent of declarant.

In Connection Restrictive Covenants in Book 1078, Page 975 982.

ARTICLE 3

DWELLING SIZE No one-story dwelling shall be permitted on any building unit which dwelling has a ground floor area of the main structure, exclusive of basement, porches and garages, of less than 700 square feet of finished living area. No two story or story and one-half dwelling shall be permitted on any building unit which dwelling has a total floor area of the main structure, exclusive of basement, porches, and garages, of less than 850 sq. feet.

ARTICLE 4

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 50 feet, provided, however, that on a corner lot, a dwelling may be located not nearer than 35 feet to one street if it is at least 50 feet from the other street. No building shall be located nearer than 25 feet to an interior lot line except that a 5 foot side yard may be permitted for a garage or other permitted accessory building located 75 feet or more from the minimum building setback line. For the purpose of this covenant, eaves and steps shall not be considered a part of the building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. When any permitted detached accessory building is located at least 75 feet from the front property line, if the lot abuts two or more streets, then it shall be located at least 25 feet from the right-of-way line of the side street. The Declarant reserves the right to waive minor violations (up to 10 percent) of the setback and side line requirements set forth in this Article. Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the locations of a building regardless of the fact that such building meets the requirements of this paragraph. If any part of these covenants render a lot unbuildable, declarant or authorized agent of declarant may waive the portion of covenant that prohibits the lot from being buildable. Franklin County zoning ordinances take precedence over these covenants.

ARTICLE 5

LOT AREA AND WIDTH. All lots as shown on the recorded map hereinbefore referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten percent (10 percent) and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the set backs and side line clearances from new lot lines shall be required. No recombination of lots may be made in a manner which results in any increase in the number of lots above those existing when these covenants became effective.

ARTICLE 6

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED: NUISANCES PROHIBITED. No part of the said property shall be used for business, manufacturing, commercial or professional purposes. 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 signs or billboard shall be erected or maintained on the premises other than temporary "for sale" signs. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a trade or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop, gift shop or automobile repair shop shall be carried on upon any lot. No trade materials or inventories may be stored or regularly parked on the premises. In-house businesses may be conducted so long as (1) the business is

conducted solely by the homeowners or occupants, (2) no outside signs or other advertisement is done and (3) the business is not visited by customers or suppliers.

ARTICLE 7

TEMPORARY STRUCTURES. No single wide trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of ARTICLE 2 shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation either temporarily or permanently

ARTICLE 8

TRUCKS, BOATS, TRAILERS. No trucks, pickups, boats, trailers or motor homes shall be parked on public streets of the subdivision. No tractor-trailer trucks shall be parked overnight. No cars which are not in working condition and regularly used shall be parked overnight.

ARTICLE 8a

FENCES: No fence to be permitted in front yards.

ARTICLE 8B

SATELLITE DISHES. Only standard or smaller satellite dishes are permitted and these must be mounted in an inconspicuous position.

ARTICLE 9

GENERAL APPEARANCE. The owners of all lots shall be responsible for keeping such lot mowed, trimmed and cleaned. Garbage cans shall be kept in the back yard and shall not be visible from the street except on the day of collection.

ARTICLE 10

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property. No more than two dogs shall be allowed and all dogs kept outside must be securely chained or fenced.

ARTICLE 11

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 this Declaration and Agreement is filed for registration in the Registry of Deeds, 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 then 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-month period preceding the end of the twenty-five (25) year period or a ten (10) year extension.

ARTICLE 12

ENFORCEMENT. Enforcement shall be the responsibility of the homeowners of the subdivisions but the Declarant or any lot owner 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 the

reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the court.

ARTICLE 13

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgement or court order shall in no way effect 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.

ARTICLE 14

EVELYN S HORTON reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company 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/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building

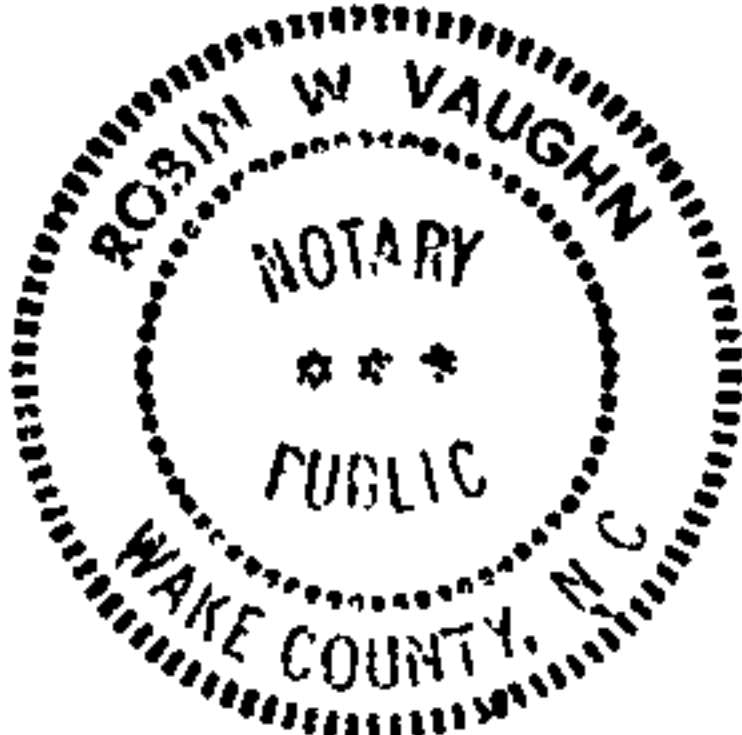
IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals on this 16TH DAY OF AUGUST, 1996.

Evelyn S. Horton (Seal)
EVELYN S HORTON

____ (Seal)

STATE OF NORTH CAROLINA, WAKE County ss:
I, the undersigned, a Notary Public, hereby certify that Evelyn S. Horton personally appeared before me this day and acknowledged the due execution of the foregoing instrument on AUGUST 16, 1996.

My Commission Expires: 11/24/96 *Robin W. Vaughn*
Notary Public



STATE OF NORTH CAROLINA, FRANKLIN COUNTY
The foregoing certificate(s) of Robin W. Vaughn

is/are certified to be correct Notary(y) (ies) Public,

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C. in Book 1050, Page(s) 318-321

This 20th day of August, A.D. 1996, at 9:40 o'clock A.M.
By *Martha D. Shearin* Asst. Deputy Register of Deeds
MARTHA D. SHEARIN, REGISTER OF DEEDS