

STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

PROTECTIVE COVENANTS
SWEETBRIAR SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That Satterwhite Residential, Inc., being the owner of that parcel of land located in Harris Township, Franklin County, North Carolina, designated as Sweetbriar Subdivision, and being more specifically described as follows:

Being all of those lots depicted on that map recorded in Plat Record File 3, Slide 57A and 43D and that property depicted on that map recorded in Plat Record File 3, Slide 89-237.

That the above referenced owner does hereby agree and covenant with all persons, firms, or corporations, now owning or hereafter acquiring any of the area included within the above referenced land, that all are hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to wit:

1. A building unit shall consist of a tract of land containing not less than 20,000 square feet, except where variance has been granted by Franklin County.
2. No building unit shall be used except for residential purposes, but nothing herein shall be construed to mean that a unit may not be converted into a street; except as hereinafter provided, no dwelling shall be erected, altered, placed, or permitted to remain on any building unit other than one detached single family dwelling, not to exceed three stories in height, and a private garage for not more than three cars.
3. No dwelling shall be permitted on any building unit which has a ground floor area of the main structure, exclusive of one-story open porches, carports and garages, of less than 900 square feet for a one-story dwelling, nor of less than 600 square feet for a dwelling of more than one story. Dwellings of more than one story shall have a total floor space of not less than 900 square feet.
4. Except as otherwise provided hereafter, no building shall be located on any building unit nearer than 30 feet to the front line nor nearer than 10 feet to any side street line. No building shall be located nearer the unit line of an adjacent unit than 12 feet, except that no side yard shall be required for a garage or other permitted accessory building located 80 feet or more from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building unit to encroach upon another unit.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may 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. In the event that the owner of any lot shall acquire land adjacent to and in the rear of such lot, such lot owner may relocate the easement herein established over the rear line to conform to the increase in the size of his lot;

provided, the alteration in drainage does not thereby adversely affect the drainage of any other lot or interfere with the rights of the owners of other property within the subdivision in services rendered by the easement herein created. Such relocated easement shall be the same width as the original easement.

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of the aforesaid designated property at any time as a residence, either temporarily or permanently.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the aforesaid designated property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

9. None of the aforesaid designated property shall be used or maintained as a dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. These covenants may be enforced by the owner or owners of any of the aforesaid property 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, but violations of set back lines as prescribed in Paragraph 4 may be waived if Satterwhite Residential, Inc. consents in their discretion and, if so waived, shall not be in violation of these Protective Covenants.

11. These covenants shall be binding on all parties and all persons claiming under them until January 1, 2040 on which date they shall automatically expire.

12. Invalidity of any one 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.

13. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Franklin County Health Department. Approval of such system as installed shall be obtained from such authority.

14. No fence, wall hedge, or shrub planting which obstructs sight line at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. No dwelling house or other house or structure shall be erected on any building unit until the plans and specifications with the proposed site therefore have been submitted to and approved by Satterwhite Residential, Inc., or an agent, as to

outward appearances and design and a written permit issued therefor in such form as the said owners or their agent, shall in their discretion determine; provided however, that if Satterwhite Residential, Inc. or an agent, fail to approve or disapprove such plans and specifications within sixty (60) days after same have been submitted, such approval shall not be required; provided further, that Satterwhite Residential, Inc., may in his discretion, at any time release any lot or lots from restrictions imposed by this paragraph.

16. Satterwhite Residential, Inc., reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of the 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 & Light Company by the owner of each building.

IN WITNESS WHEREOF, the said Satterwhite Residential, Inc., has signed and sealed this instrument this 5th day of August, 1991.

SATTERWHITE RESIDENTIAL, INC.

BY: [Signature]

President

ATTEST: [Signature]

Secretary

NORTH CAROLINA

Nash COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that [Signature] personally came before me this day and acknowledged that he is the Secretary of SATTERWHITE RESIDENTIAL, INC., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by [Signature] as its Secretary. WITNESS, my hand and seal this 5th day of August, 1991.



My Commission expires: 9/30/95

[Signature]
NOTARY PUBLIC

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Wendy B. Wilson, a

is/are certified to be correct.

Notar(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 940, Page(s) 637-639

This 6th day of AUGUST, A.D., 1991, at 9:30 o'clock A.M.

MARTHA D. SHEARIN, REGISTER OF DEEDS

By: [Signature]

Asst. Deputy Register of Deeds