

STATE OF NORTH CAROLINA

THE BRISTOL SUBDIVISION
PROTECTIVE COVENANTS

COUNTY OF FRANKLIN

THIS DECLARATION. made this 10 day of November 1993, by Bristol Partners, a North Carolina partnership. hereinafter called "Declarant".

WITNESSETH

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting such real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest or any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth in the Articles of this Declaration is located in the County of Franklin, State of North Carolina, and is more particularly described as follows:

Being all of Lots 1 through 12, inclusive, as shown on that map entitled "Bristol Phase One" recorded in Slide 93-247, Franklin County Registry.

The real property herein described is subjected to the Protective Covenants hereby declared to insure the best use and the most appropriate development and improvements 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 a harmonious color scheme; 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 prevent haphazard inharmonious improvements on lots; to secure and maintain proper setbacks from street, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage for not more than three cars.

ARTICLE III

SITE AND PLAN APPROVAL. No building, fence, swimming pool or any other structure shall be erected, placed or altered on any premises in said development until the building plans, specifications, and plat showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to the location of the improvements with respect to topographies including finished ground elevation by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by the Declarant or its assigns. The Declarant or its assigns will be the Architectural Committee until the three-person committee is in place. The Architectural Committee shall have the sole discretion as to the location, design and color of any accessory building including, but not limited to, storage buildings, greenhouses, playhouses, doghouses, dog runs, etc. In the event said committee fails to approve or disapprove such design or location within sixty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE IV

DWELLING SIZE. Except with prior written approval of the Architectural Committee, no residential structure which has a heated area of less than 1150 square feet, exclusive of porches, breezeways, steps and garages shall be erected or placed or permitted to remain on any lot. The Declarant reserves the right to waive in writing any minor violation of this Article of these Protective Covenants, and for purposes thereof, any violation which does not exceed 20% shall be considered a minor violation.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 30 feet or nearer to the rear line than 25 feet, or nearer to the side street than 30 feet from the property line in the case of a corner

lot. No building or garage shall be located nearer than 10 feet from an interior lot line. For the purposes of this covenant, eaves, steps, chimneys and stoops shall not be considered part of a building; provided, however, that this shall not be construed to permit any part of a building to on a lot to encroach upon another lot. The Declarant reserves the right to waive in writing any minor violation of this Article of these Protective Covenants, and for purposes thereof, any violation which does not exceed 20% shall be considered a minor violation.

ARTICLE VI

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. 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 VII

NUISANCES. 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 to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, including, but not limited to, the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE VIII

TEMPORARY STRUCTURES. No modular home, trailer, tent, shack, barn, or other outbuilding except a private garage for not more than three cars, shall be erected or placed on any lot subject to these covenants. Except with the prior written consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE IX

FENCES. No fence, wall hedge, or mass planting shall be permitted to extend beyond the minimum building setback line or within 50 feet of any street right-of-way line established herein except with approval of the Architectural Committee.

ARTICLE X

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever, including, but not limited to, detached garages, storage buildings, doghouses, greenhouses or playhouses shall be placed on any lot without the prior written approval of the Architectural Committee, with said committee to have the sole discretion relating to the location, design, color and type of accessory building which shall be permitted on any lot.

ARTICLE XI

APPEARANCE. Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish, and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, then Declarant may have the required work done; and the costs thus incurred shall be paid by the owner.

ARTICLE XII

ANIMALS. No animals, including horses or poultry of any kind, other than house pets shall be kept or maintained on any part of said property

ARTICLE XIII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or screened area

ARTICLE XIV

ANTENNAS AND SATELLITE RECEIVING DEVICES The erection of antennas and/or satellite receiving dishes of any kind whatsoever on individual lots shall be prohibited unless specifically approved in writing by the Architectural Committee.

ARTICLE XV

UNDERGROUND UTILITIES AND STREET LIGHTING. The Declarant reserves the right to subject the real property described in Article I to a contract with Wake Electric Membership Corporation for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of such building lot

ARTICLE XVI

TERM. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then record owners of the lots has been recorded agreeing to change these covenants in whole or in part

ARTICLE XVII

ENFORCEMENT. Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ARTICLE XVIII

SEVERABILITY. Invalidity of any one of these covenants or any part thereof by judgment or court order in no way affects any of the other provisions, which shall remain in full force and effect, and the failure of any person 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 TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed by its corporate General Partner, attested by its Secretary, and its corporate seal to be hereunto affixed, by order of its Board of Directors duly given, all as of the day and year first above written.

BRISTOL PARTNERS LTD. a
NORTH CAROLINA GENERAL PARTNERSHIP

BY: Richard Stockett Pres.
R. H. STOCKETT HOMES, INC.,
GENERAL PARTNER

Mary R. Stockett
Attest

BY: Richard H. Stockett
President



NORTH CAROLINA

WAKE COUNTY

I, a Notary Public in and for the aforesaid State and County, do hereby certify that Mary Louise Stockett personally appeared before me this day and acknowledged that she is the Secretary for R. H. Stockett Homes, Inc., a North Carolina Corporation, 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 her as its Secretary

Witness my hand and official stamp or seal, this the 10th day of Nov.
1993.

My Commission expires: 6-1-94

KAREN TUTEN VIRGIL
NOTARY PUBLIC
WAKE COUNTY, N. C.
My Commission Expires 6/1/94

Karen Tuten Virgil
Notary Public

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Karen Tuten Virgil, 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 984, Page(s) 278-283

This 12th day of November, A.D. 1993, at 4:00 o'clock P.M.

MARTHA D. SHEARIN, REGISTER OF DEEDS

By Kay S. Hurd, Asst.
Asst. Deputy Register of Deeds