

Drawn by Paul J Adcock

NORTH CAROLINA

FRANKLIN COUNTY

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made this 14 day of March, 1988, by ACE ENTERPRISES; a North Carolina General Partnership, hereinafter called "Declarant";

W I T N E S S E T H:

THAT WHEREAS the Declarant is the owner of the real property described as North Pointe, Phase 3 Subdivision located in Dunn Township, Franklin County, North Carolina, as shown by map and survey recorded in Plat Record File 3, Slide 108-E, Franklin County Registry, and is desirous of subjecting said 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 of any owner thereof

NOW, THEREFORE, the Declarant hereby declares that the aforesaid real estate is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth herein

1 Purpose. The real property described herein is subject to the Protective Covenants and restrictions hereby declared to insure the best use and 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 prevent hazardous and inharmonious improvements on said lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures and in general to provide adequately for a high quality of improvement in said property and thereby to enhance the values of the investments made by purchasers of lots therein

~~2. Land Use~~ No lot as shown on the above-captioned map and survey shall be used except for residential purposes, and accessory uses as allowed by the zoning ordinance of Franklin County

3 Building Location. No building shall be located on any lot nearer than thirty (30) feet from the front lot line. No building shall be located on any lot nearer to a side street than thirty (30) feet in the case of a corner lot. No building shall be located nearer than ten (10) feet to an interior lot line. The Declarant reserves the right to waive in writing any minor violation on this paragraph. For purposes of this paragraph a minor violation shall be a violation which does not exceed twenty percent (20%). A document executed by the Declarant shall be, when recorded, conclusive evidence that the requirements of this paragraph have been complied with.

4 Utility Easement. The Declarant 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.

5. Dumping. None of the aforesaid designated property shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each owner shall keep his building lot free of tall grass, undergrowth, dead trees, trash and rubbish and shall properly maintain said site so as to present a pleasant appearance.

6. Satellite Dishes. No transmission receiving device (satellite dish) shall be placed or erected on any lot closer than ten (10) feet to any sideline. In addition, no transmission receiving device (satellite dish) shall be placed in front of or to the side of any dwelling house erected on any lot.

7. 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 or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises, except that a real estate marketing sign of a size traditionally used in Franklin County, North Carolina, shall be allowed upon the premises for the purpose of advertising the fact that a house is for sale. No trade materials or inventories may be stored or

8. Back Water Easement There shall be a perpetual right and easement to back water over Lots 18, 19, 20, 21, 22, 23 and 24 entitling each owner of these lots to back water over the lots of the other for the purpose of maintaining the pond touching each said lot, which pond shall be maintained for the use and enjoyment of each of the owners of the seven lots touching the pond and subject to this easement. Said pond may be used by each such owner for the purpose of fishing, boating, swimming or any other lawful purpose. Said easement shall not entitle any of the lot owners to dump any waste products into the pond or use the pond for any illegal purpose. The owners of any lots on which the pond dam is located shall not withhold water from the pond without the consent of all the lot owners owning land touching said pond, such consent not to be unreasonably withheld. The rights and easement hereby granted shall be perpetual and shall be appurtenant to the lots herein named to pass to the lot owners, their successors and assigns forever.

9. Enforcement. These Covenants may be enforced by the Declarant or the owner or owners of any of the aforesaid lots by a proceeding at law or in equity against the person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

10. Expiration These Covenants are to run with the land and shall be binding on all parties and all persons claiming unto them until January 1, 2013, on which date they shall automatically be extended for successive ten

(10) year periods, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to alter said Covenants in whole or in part.

11 Severability. Invalidation of any one of these Covenants by judgment or Court order shall in no wise affect 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 provisions of these Covenants and restrictions shall not be construed as the waiver of any enforcement rights and shall not prevent enforcement of such Covenants in the future

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed as of the day and year first above written

ACE ENTERPRISES,  
a North Carolina General Partnership

by James C. Wheeler (SEAL)  
James C. Wheeler, Partner

By. Amos C. Estes (SEAL)  
Amos C. Estes, Partner

NORTH CAROLINA

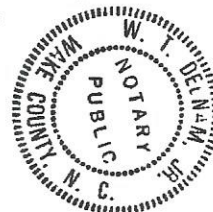
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that JAMES C. WHEELER and AMOS C. ESTES, Partners of ACE ENTERPRISES, a North Carolina General Partnership, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument

WITNESS my hand and official stamp or seal, this the 14<sup>th</sup> day of March, 1988.

W. T. Debnam  
Notary Public

My Commission Expires: 9-3-92



pja328 008

North Carolina, Franklin County  
The foregoing certificate of  
W.T. Debnam, a Notary Public, is  
certified to be correct.

This the 15th day of March,  
1988.

Martha D. Shearin  
Martha D. Shearin, Register of Deeds

NORTH CAROLINA - FRANKLIN COUNTY

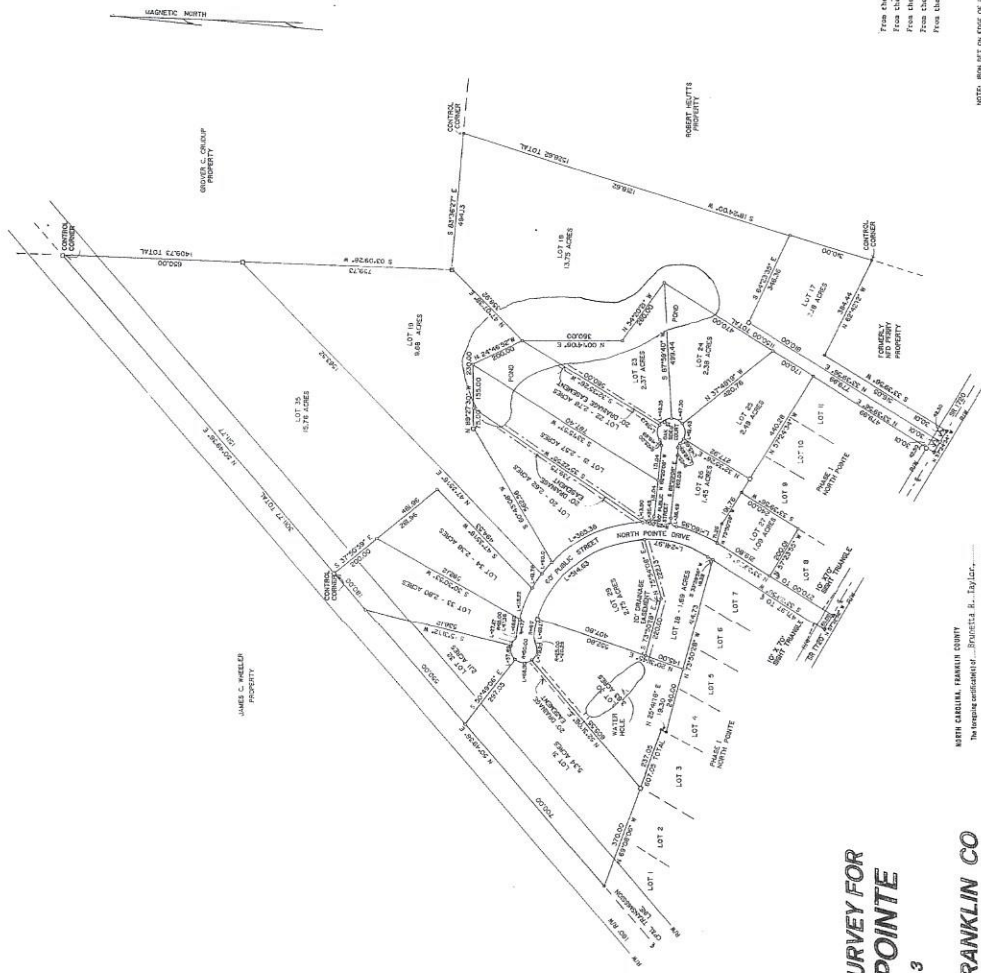
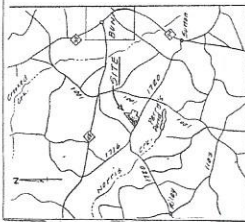
Filed for registration the 15th

day of March, A.D. 1988

At 10:35 A.M. in Book 892

Page(s) 3-7

Martha D. Shearin  
MARTHA D. SHEARIN, REGISTER OF DEEDS



**PROPERTY SURVEY FOR  
NORTH POINTE  
PHASE 3  
DUNN TWSP - FRANKLIN CO  
NORTH CAROLINA**

**NORTH CAROLINA, FRANKLIN COUNTY**  
The township of Dunn, in the county of Franklin, North Carolina, is divided into 36 sections, of which the 1st section is the one in which the land here surveyed is situated. The land here surveyed is situated in the 1st section of the 1st township of Dunn, in the county of Franklin, North Carolina.

NOTE: PLAT 1 RECORDED IN PLAT RECORD FILE 8, SLIDE 108-A, BOOK 1 OF LOT & MOUNTAIN RECORDS IN RECORD FILE 8, PLAT RECORD FILE 8, SLIDE 108-A.

NOTE: BORN SET ON EDGE OF ROAD TO REFERENCE CORNERS IN PLAT.

- LEGEND**
- NEW ROAD PAVES
  - EXISTING ROAD PAVES
  - EXISTING ROAD UNPAVED
  - CONCRETE DRIVEWAY
  - CONCRETE DRIVEWAY FOR PIPE



WILLIAMS - PEARCE & ASSOC., P.A., P.O. BOX 892, ZEBULON, N.C. - (919) 289-9605  
F.A. Record File # 3, Slide 108-E

I hereby certify that this survey was made in accordance with the provisions of the North Carolina Surveying Act of 1907, and that the same is a true and correct copy of the original survey as made by me or under my direction and supervision.

*James C. Wheeler*  
JAMES C. WHEELER  
REGISTERED LAND SURVEYOR  
No. 1000

I hereby certify that the subdivision of the same into lots as shown on this plan was made in accordance with the provisions of the North Carolina Surveying Act of 1907, and that the same is a true and correct copy of the original subdivision as made by me or under my direction and supervision.

*James C. Wheeler*  
JAMES C. WHEELER  
REGISTERED LAND SURVEYOR  
No. 1000

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*James C. Wheeler*  
JAMES C. WHEELER  
REGISTERED LAND SURVEYOR  
No. 1000

WILLIAMS - PEARCE & ASSOC., P.A.  
REGISTERED LAND SURVEYORS  
ZEBULON, NORTH CAROLINA

DRAWN BY: DOW & BOW

CHECKED BY: DOW

DATE: 10-23-87

SCALE: 1"=200'