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Franklin County North Carolina
Linda H. Stone Register of Deeds
BK **1546** PG **392-397**

*Bj. Linda S. Marshall,
Deputy*

NORTH CAROLINA

**PROTECTIVE COVENANTS FOR
BISHOPS RIDGE**

FRANKLIN COUNTY

RECORDED IN BOOK OF MAPS
2006 **PAGES** 151
FRANKLIN COUNTY REGISTRY

THESE PROTECTIVE COVENANTS, made this 24th day of April of 2006, by Bluegrass Investments, Inc., a North Carolina corporation (hereinafter called "Declarant");

WHEREAS, the Declarant is the owner of Lots 1-50, inclusive all as shown on map recorded in Book of Maps 2006, Pages 151, Franklin County Registry.

PREAMBLE: The real property which is and shall be held, transferred, sold and conveyed subject to the covenants, restrictions and easements set forth in this Declaration is located in the County of Franklin, State of North Carolina, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

PURPOSE. The real property above described is hereby made subject to the Protective Covenants and Restrictions for the purpose of insuring the best use and most appropriate development and improvement of the subdivision and each building site therein; preserving the natural beauty of the real property; preventing the construction of poorly designed or constructed improvements; and securing the proper location of all dwelling units. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2031, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote by a majority of the owners of the lots, it is agreed to change said covenants in whole or in part. If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him from so doing or to recover damages for such violation. Furthermore, if a lot owner violates these covenants, the Declarant, Architectural Committee, or Homeowners Association shall notify the lot owner in violation by Registered mail and after thirty (30) days may prosecute any proceedings at law or in equity. Should the Declarant, Architectural Committee, or Homeowners Association prevail at such proceedings, the property owner in violation will be liable for all costs of said litigation and corrections including attorney's fees.

Invalidation 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.

1. **RESIDENTIAL USE.** Each lot within the subdivision shall constitute a residential building site and shall be used for residential purposes only,

provided, however, that such restrictions shall not prohibit the maintenance and occupancy by any builder of model homes, temporary sales trailer, or temporary construction trailers. Approval for model homes, and temporary sales and construction trailers shall be required by Declarant. The subdivision layout of lots on subsequently recorded maps shall be substantially adhered to; provided, however, that with the approval of Declarant, its successors or assigns, or the Architectural Committee hereinafter referred to, the size and shape of any building site may be altered; provided further, that no building site or group of building sites may be re-subdivided so as to result in a greater number of sites than shown on said recorded subdivision map.

2. **SQUARE FOOTAGE.** No residential structure which has an area of less than 1300 square foot of heated space shall be erected or placed on any lot. The term "heated space" shall be deemed to exclude all porches, breeze-ways, steps and garages. Declarant reserves the right to waive in writing any minor violations to this paragraph provided the violation does not exceed 10%. No residence shall be built on any lot within the property on a concrete slab unless approved by the Declarant. Procedures for approval shall be the same as contained in paragraph 3 of this Declaration.
3. **ARCHITECTURAL COMMITTEE; ARCHITECTURAL AND SITE APPROVAL.** Declarant shall appoint and designate an Architectural Committee composed of two (2) persons. No site preparation and no construction of any dwelling unit or other improvement (including, but not limited to, streets and driveways, outbuildings, fences, swimming pools, mass plantings, clotheslines, radio and/or television antennae, satellite dishes, mail and newspaper boxes, utility connections, outside lighting) shall be begun until the plot plans, building plans, elevation plans and building specifications have been submitted and approved by the Architectural Committee, and the Committee has further given written approval of the location of the structure and improvements, as well as approval of the external design and materials.

The Declarant shall approve or disapprove plans, specifications, and details submitted in accordance with its procedures within thirty (30) days from the receipt thereof and the decisions of the Declarant shall be final and not subject to appeal or review. Provided, however, that plans, specifications, and details revised in accordance with Declarant recommendations may be re-submitted for determination by the Declarant. In the event that Declarant fails to approve or disapprove plans, specifications and details within thirty (30) days after submission the same to the Declarant, approval, for the purposes of this Article, shall be deemed to have been given by the Declarant.

Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence or permitted pertinent structures, or to paint the interior of the same any color desired.

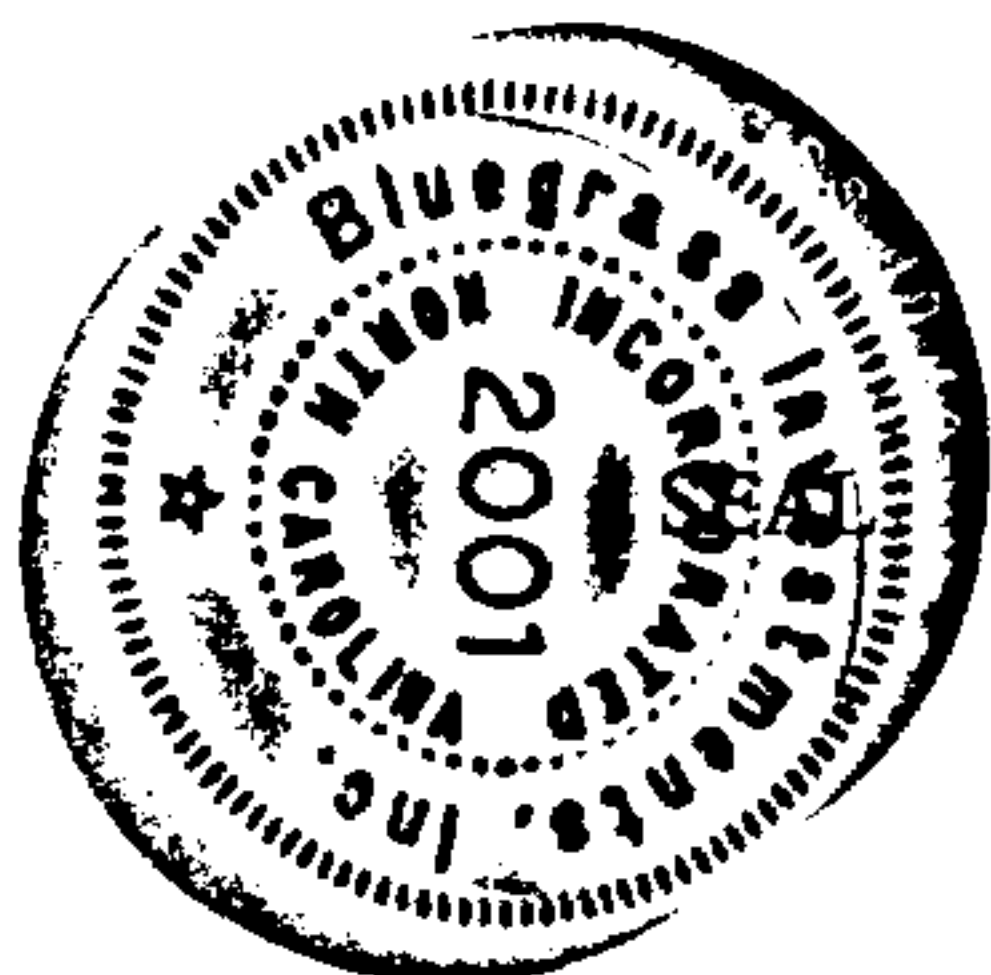
Neither Declarant or any Architectural Agent, thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

4. **EROSION CONTROL.** During site preparation and construction, the owner of the building site or sites and the builder shall take such action as may be required by Declarant or any governmental authority charged with responsibility to control erosion and sedimentation of streams resulting from erosion. If the owner does not maintain such controls, Declarant may have the required work done and the costs paid by the owner.
5. **EASEMENTS.** Declarant shall have all easements, including the right of entry, necessary to inspect and perform work, or cause the right of entry, necessary to inspect and perform work, or cause such work to be performed, in connection with Paragraph 3 above. In addition, Declarant reserves the right to require subsequent owners of building sites to dedicate additional easements if, in the opinion of Declarant, relocations are necessary for the development of the sites.
6. **DRIVEWAYS AND PARKING AREAS.** No driveways or parking areas will be permitted to remain with a gravel finish. No parking within the subdivision shall be permitted except in designated areas. Adequate off-street parking shall be provided by the owner of each building lot for the parking of vehicles owned or controlled by members of the owner's family. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to $\frac{3}{4}$ ton in size, to park such truck on the property if it is used by such owner for his personal conveyance. Further, the owner of any portion of the property may park there on a lawn tractor to be used for the upkeep of the property. All boats, campers, recreational vehicles must be parked behind the "front line" of the dwelling. These items must be shielded from view from the street by appropriate material and technique as approved by the Declarant or Architectural Committee.
7. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet placed in the yard of a detached single family lot advertising the property for sale or rent; or signs used by the builder to advertise the property and direct construction during the construction and sales period. Declarant or its agent shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

8. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.
9. **TEMPORARY STRUCTURES.** No structure of a temporary nature including, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
10. **ANIMALS.** No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that domesticated dogs, including hunting dogs, and cats and small non-offensive and harmless household pets may be kept by the owner of the property, provided that pets are not kept or used for breeding or maintained for any commercial purposes; and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, but that there will not be allowed on the property an unreasonable number of such animals. For example, no owner of any lot within the property will be allowed to keep an unreasonable number of hunting dogs or other animals in kennels on the property. No dogs will be allowed to roam unleashed or unattended.
11. **TRADE/INVENTORIES.** No barbershop, beauty parlor, shop or any commercial or business activity shall be permitted or shall suffer to remain on the property; and no activity shall be carried out on which, under the ordinances of Franklin County, North Carolina, are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property. Home offices will be permitted but there must be no evidence of said office by smell, sound sight, signage, vehicular activity, parking or any other evidence.
12. **TRASH/DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter.
13. **SETBACKS.** No family dwelling shall be located nearer to the front lot line than thirty (30) feet nor closer than thirty (30) feet to the rear lot line. No dwelling shall be located nearer than fifteen (15) feet to any side lot line nor twenty (20) feet to a corner side yard, all as shown on plat recorded in Book of Maps 2006, Pages 151, Franklin County Registry.

14. **MAILBOXES.** Declarant shall select an initial mailbox post, mailbox and numbers for each lot. Each lot owner is responsible for obtaining, installing and maintaining this mailbox theme. In case of damage, destruction or loss of any mailbox, post or numbers, it shall be the lot owner's responsibility to replace as soon as possible, the damaged, destroyed or lost item with uniform, like kind mailbox, post and numbers.
15. **HOMEOWNERS ASSOCIATION:** All Deeded Lot Owners, including Declarant, shall automatically become members of the "Bishops Ridge Homeowners Association." Each lot shall have one (1) vote regardless of the number of persons on the deed. The homeowners association shall have the authority to enforce the Covenants and shall have the right to assess any lot that refuses to comply a reasonable fine, as well as attorney's fees if legal action is taken. The homeowners association shall appoint three members to serve as the Architectural Committee at the time that Declarant transfers his authority as Architectural Committee to the association.
16. **ELECTRICITY.** The Declarant reserves the right to subject the real property in this subdivision to a contract with a utility company for the installation of underground electric cables and/or installation of street lighting, either or both which may require an initial payment and/or continuing monthly payment to the respective utility company by the owner of each lot. All utilities from service point to dwelling shall be underground
17. **SEWAGE DISPOSAL.** Sewage disposal shall be by septic tank or connection to a municipal or health department approved community sewage system if such shall be available at the time of construction of improvements on the land. Septic tank installation layouts shall be approved by a representative of the Franklin County Health Department or of such other agency as may have jurisdiction over such matters prior to any construction on any lot and the installation when made shall conform to such approved layout in accordance with the minimum requirements thereof or greater.
18. **WATER SYSTEM.** Each lot is provided a connection outlet to the Franklin County water system. Each lot owner must secure a water meter and connection agreement from Franklin County.
19. **ROAD MAINTENANCE.** The Declarant will maintain the roads until the North Carolina Department of Transportation adopts the roads into the road system. Each lot owner will be required to complete, repair, or replace any portion of their lot and improvements or right-of-way in front of their lot that fails any aspect of Department of Transportation inspection. Any lot owner in violation will be responsible for all costs required to comply including any and all legal expenses incurred.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its name by its duly authorized officers and its respective seal hereunto affixed by authority of its Board of Directors, all as of the date and year first above written.

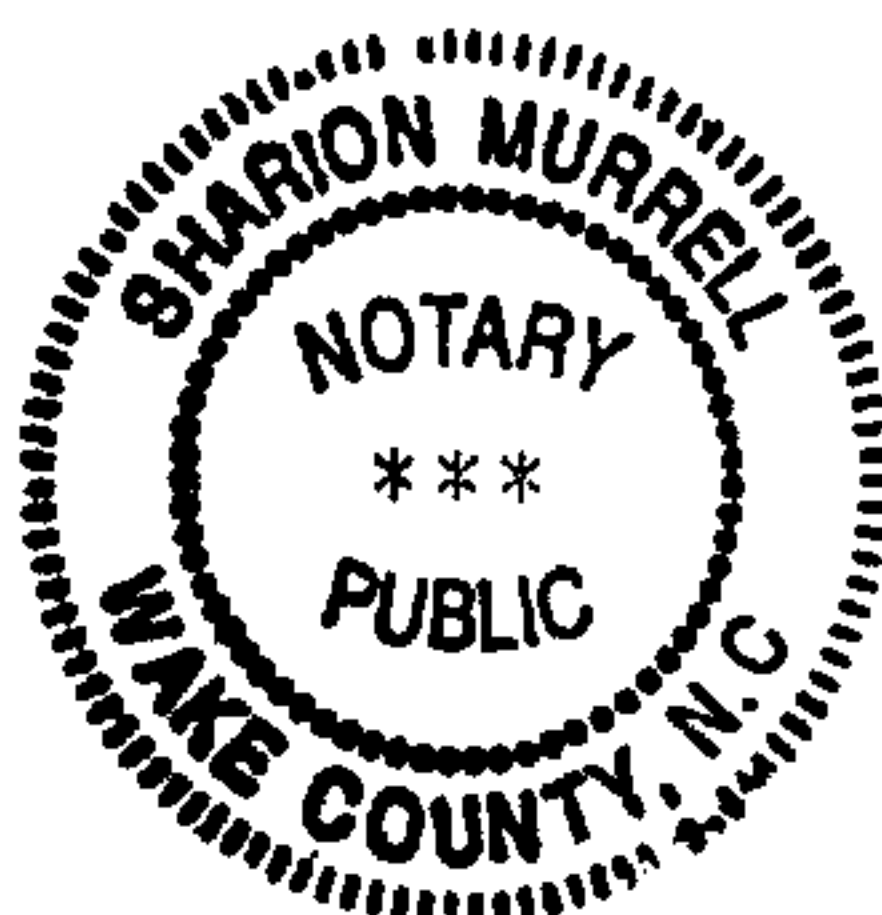


Bluegrass Investments, Inc.

By: _____
President

By: Nancy V. Hunter
Secretary

SEAL-STAMP



North Carolina, Wake County.

I, a Notary Public of the County and state aforesaid, certify that Nancy V. Hunter, personally appeared before me this day and acknowledged that he is _____ Secretary of Bluegrass Investments, Inc. a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal with its corporate seal and attested by Nancy V. Hunter as its _____ Secretary.

Witness my hand and official stamp or seal, this 16 day of May, 2006.

My Commission expires: 10-8-2007

Sharion Murrell, Notary Public.