

LINDA H. STONE, REGISTER OF DEEDS
FRANKLIN COUNTY, N.C.
FILED: FOR REGISTRATION

DATE: November 19, 2002
TIME: 2:25 P.M.
BOOK: 1300
PAGE: 204-210

Prepared by: Warren, Perry & Anthony, P L.L.C.
James S Warren, Attorney
P.O. Box 1187
Wake Forest, NC 27588-1187

NORTH CAROLINA

RESTRICTIVE COVENANTS FOR
BALLINGER FARMS SUBDIVISION

FRANKLIN COUNTY

SAWYER HOMES, INC (hereinafter "Declarant") hereby declares that the Property described on Exhibit A attached hereto and made a part hereof, is and shall hereinafter be held, transferred, sold and conveyed subject to the following Restrictive Covenants, which shall run with the Property, by whomsoever owned, to wit.

1. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes. No structure 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 (2 ½) stories in height. All dwellings shall have a garage which shall be for a minimum of two (2) vehicles. Out-buildings incident to residential use shall be allowed. Nothing herein shall be deemed to prohibit conversion of a lot to a street.
2. DWELLING SIZE. The minimum heated square footage of a dwelling shall not be less than 1,800 square feet for a two (2) story dwelling, less than 1,700 square feet for a one and one-half (1 1/2) story dwelling, and less than 1,500 square feet for a ranch dwelling. In addition, all dwellings must contain a closed-in garage.

3. BUILDING SETBACK/HOUSE LOCATION. No dwelling shall be erected or maintained on any lot outside of the building envelope as set forth on the recorded plat or as required or permitted by Franklin County zoning ordinances
4. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently
5. DWELLING TYPE. Absolutely no log homes, manufactured homes, mobile home, or modular home shall be allowed in the subdivision for any purchase whatsoever. Other types of dwellings must be approved by the Architectural Committee as set out below.
6. ARCHITECTURAL CONTROL COMMITTEE. There shall be an Architectural Control Committee that shall have full responsibility for regulating any requirement of these restrictive covenants. The Architectural Control Committee, at its discretion, may waive any of the requirements of these protective covenants concerning the setbacks, location, size and type of construction of the residential dwelling and any other buildings or decorative features constructed on the lot. This shall include the right of the Architectural Control Committee to reduce or waive setback lines as long as they maintain the minimum set backs of the required zoning. In order to maintain architectural beauty in the subdivision and to guard against poorly designed or proportioned structures or landscaping, no building, fence, outside lighting, screen planting, swimming pool, detached building, mailbox, driveway, parking pad, trash collection facility, animal housing facility or other structure shall be erected, altered, placed or allowed to remain on any premises in the subdivision unless approval in writing has been given by the Architectural Control Committee. A complete set of building plans, specifications, plot plan on location, design, color scheme and anything else required by the Architectural Control Committee shall be submitted to the Committee before beginning any construction. The Architectural Control Committee shall consist of such person or persons as designated by Declarant or Declarant's designees as set forth herein. The Architectural Control Committee

shall continue to exist for so long as these restrictive covenants remain in effect. The authority of Declarant in setting up the Architectural Control Committee may be transferred to Declarant's designees by a document in writing properly recorded in the Franklin County Register of Deeds Office.

7. PARKING/DRIVEWAYS AND PARKING PADS/ABANDONED VEHICLES.

Vehicles may be parked or stored only on portions of a lot improved for that purpose, i e , garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than three (3) vehicles. Any driveway or parking pad constructed upon any lot shall have a concrete surface. Parking pads shall not be in front of the dwelling.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on any lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot in such a manner as to be seen from any other lot, any street within the subdivision, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any lot.

8. ANIMALS No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

9. NUISANCES/BUSINESS ACTIVITY. 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 business trade or activity may be conducted on any lot.

- 10 MAINTENANCE OF LOT/CONSTRUCTION Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage and construct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damage is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.

- 11 CLOTHESLINE. No clothesline may be erected or maintained on any lot.
- 12 GARBAGE STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any lot, provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to an approved enclosure the night of the scheduled pickup.
13. EXTERIOR MAINTENANCE. The owner of each lot shall maintain the grounds and improvements on his lot, including, but not limited to plantings, landscaping and lawns, at all times in a neat and attractive manner.

14. UTILITY AND DRAINAGE EASEMENTS Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the front line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cable television or other utilities, including water, sanitary sewage service and storm drainage facilities Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the rear and/or side lines of each lot for the aforementioned purposes
15. SIGN EASEMENT Declarant reserves an easement on Lots 1 and 39 for an entry sign to the subdivision.
16. PRIVATE ROAD MAINTENANCE Declarant shall have the subdivision roads paved to state standards at his expense and shall take any action necessary for the state to assume maintenance of the roads. Until such time as the roads are taken over by the state, Declarant will provide maintenance on the existing roads in the Subdivision, making them passable for all types of traffic.
17. SUBDIVISION OF LOTS. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.
18. STREET LIGHTING. Declarant reserves the right to subject the property to a contract for installation of street lighting, which requires a continuing monthly payment by each lot owner for such lightings Each lot owner shall be required to pay such monthly obligations.
19. SIGNAGE Signs advertising a house or lot as being for sale shall be allowed. It must be less than two (2) feet in width and less in two (2) feet in height As long as Declarant owns any lots in the subdivision, all other signs must be approved by Declarant before being displayed.
20. UNINTENTIONAL VIOLATIONS Declarant may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any lot. No such waiver shall be effective unless the lot and all structures thereon are in full compliance with the applicable regulatory provisions of Franklin County or

a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Franklin County Registry.

21. ENFORCEMENT. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or recover damages resulting therefrom.
22. SEVERABILITY. Invalidation of any one or more 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.
23. TERM. These Covenants shall run with and bind the land and all owners thereof for a period of twenty-five (25) years from the date these Covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below.
24. AMENDMENTS. These Covenants may be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by then-owners of not less than seventy-five percent (75%) of the lots. Declarant, so long as it shall own one or more lots in the subdivision, may amend these Restrictive Covenants in any manner that Declarant so desires.
25. ADDITIONS OF PROPERTY. The Declarant and his heirs and assigns shall have the right to bring within the plan and operation of this Declaration additional properties, whether currently owned or hereafter acquired by the Declarant, at future stages of the development.
26. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the lots by the Declarant so long as said development follows the general plan of development previously approved by Franklin County. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, the parties hereto have signed and sealed or, if corporate, have caused this document to be entered into by its appropriate officers by authority of its Board of Directors, this the 12th day of November, 2002.

SAWYER HOMES, INC.

By: Robert Latvala
PRESIDENT

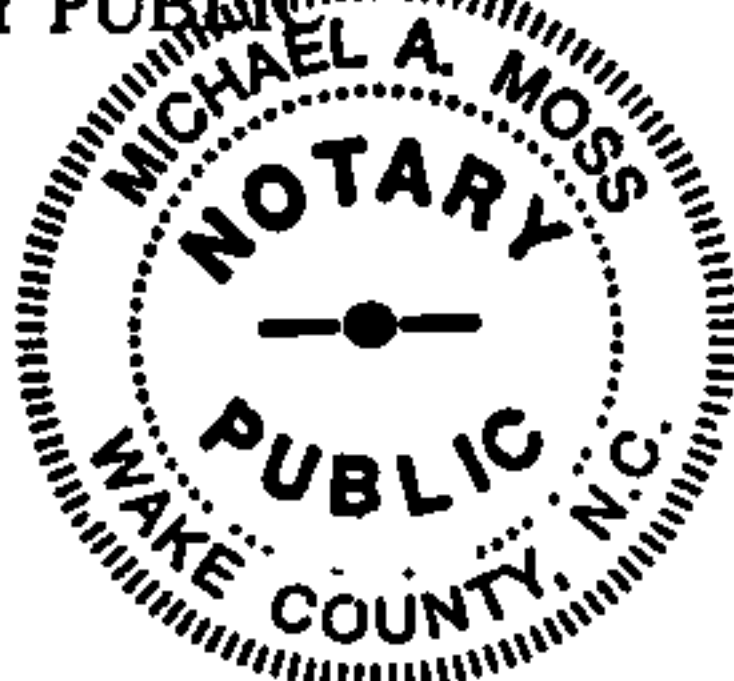
NORTH CAROLINA - WAKE COUNTY

I, a Notary Public for the County and State aforesaid, certify that ROBERT LATVALA personally appeared before me this day and acknowledged that he is President of SAWYER HOMES, 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.

Witness my hand and official stamp or seal, this 18TH day of NOVEMBER, 2002.

Michael A. Moss
NOTARY PUBLIC

JULY 6, 2006
COMMISSION EXPIRES



North Carolina - Franklin County

The foregoing certificate of Michael A. Moss, a Notary Public, is certified to be correct. This 19th day of November, 2002.

Linda H. Stone
Linda H. Stone, Register of Deeds

at: Carolyn Coley, Asst.