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Franklin County North Carolina
Linda H. Stone Register of Deeds

BK **1609** PG **330-334**

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Deputy

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NORTH CAROLINA
FRANKLIN COUNTY

PROTECTIVE COVENANTS FOR
WOODCROFT ESTATES SUBDIVISION

THIS DECLARATION of Protective Covenants is made this 21 day of
March, 2007 by SAWYER HOMES, INC. (hereinafter referred to as "the Declarant").

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain real property hereinafter described, and desires to subject said real property to certain Protective Covenants as hereinafter set forth, and further desires to reserve unto itself certain rights and easements in connection with the property.

NOW, THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set out. The real estate, which is the subject of these Protective covenants, is described as Lots 213 through 264 (hereinafter referred to as "the Lots") in the subdivision known as Woodcroft Estates Subdivision as shown by map and survey recorded in Book of Maps 2007, Page 69 & 70, Franklin County Registry are subject to the following covenants and restrictions as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. All of the Lots depicted upon the aforesaid recorded map shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling not to exceed two and one-half stories in height, an attached garage for at least two cars but not more than three cars and one approved detached storage building. No garage shall have an opening that is exposed to a public street.
2. In order to maintain architectural beauty and consistency in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence wall or other structure shall be erected or allowed to remain on any Lot subject to these covenants, until a complete set of plans for said structure has been submitted to the Declarant for its review and its written approval. The plans shall show the location of all proposed structures on the Lot, the elevations, type of exterior material to be used, exterior lines, and a general interior plan. The plans for all detached outbuildings shall be architecturally consistent with the dwelling situated on the Lot. In the event that the Declarant fails to approve or disapprove such design within thirty (30) days after said plans have been submitted to it or in the event that suit to enjoin the erection of such structure has not been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.
3. The exterior of all dwellings shall be finished not later than one year from the date construction begins. All dwellings must have a brick or stone foundation wall facing any street. One story dwellings shall contain a minimum of 2,000 square feet of heated floor space, exclusive of porches and garages. Two story dwellings and two and one-half story dwellings shall contain a minimum of 2,300 square feet of heated floor space, exclusive of porches and garages.
4. All road pipe shall be installed in accordance with the specifications promulgated by the North Carolina Department of Transportation. All driveways must be concrete.
5. No building shall be located on any tract nearer to the front property line, the rear property line or the side property line than is permitted under the land use ordinances of Franklin County.
6. The Lots shall not be re-subdivided, except that the Declarant reserves the right to adjust the location of the various lot lines as may be necessary to assure the usability of a particular Lot or group of Lots.
7. Each Lot shall have water provided by Franklin County and a septic tank or other approved waste disposal system. All water sources and waste disposal systems must comply with the standards set forth by the Franklin County Health Department. All trash and garbage must be disposed of by a method approved by the Franklin County Health Department or through a duly franchised waste

disposal service operating in Franklin County. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.

8. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. No inoperable, unlicensed or junk motor vehicles or equipment of any kind may be located on any Lot.
10. All yards and surrounding landscape shall be kept free of unsightly debris and neatly mowed and maintained at all times.
11. No shelter of a temporary or permanent character, such as a trailer, basement, tent, shack, garage, or barn shall be used on any Lot at any time as a residence, either temporary or permanently.
12. No manufactured single-wide or double-wide homes are allowed onto any Lot for any purpose. No modular homes are allowed on any Lot for any purpose.
13. An easement is reserved over the front 10 feet and the rear 10 feet of each Lot and over a strip five feet in width along the sidelines of each Lot for the installation of utilities and drainage facilities.
14. The Declarant reserves the right to subject the property in the subdivision to a contract with Wake Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting. Either or both of which may require an initial payment and/or continuing monthly payment to Wake Electric Membership Corporation by the individual Lot owners.
15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes.
16. The Declarant hereby agrees and covenants with Franklin County and all persons, firms or corporations, now owning or hereafter acquiring any of the Lots within the aforesaid subdivision that Declarant shall be responsible for the upkeep and maintenance of the public streets within said subdivision as shown on the aforesaid recorded map until the addition of such roads by the North Carolina Department of Transportation to its system of streets and highways.

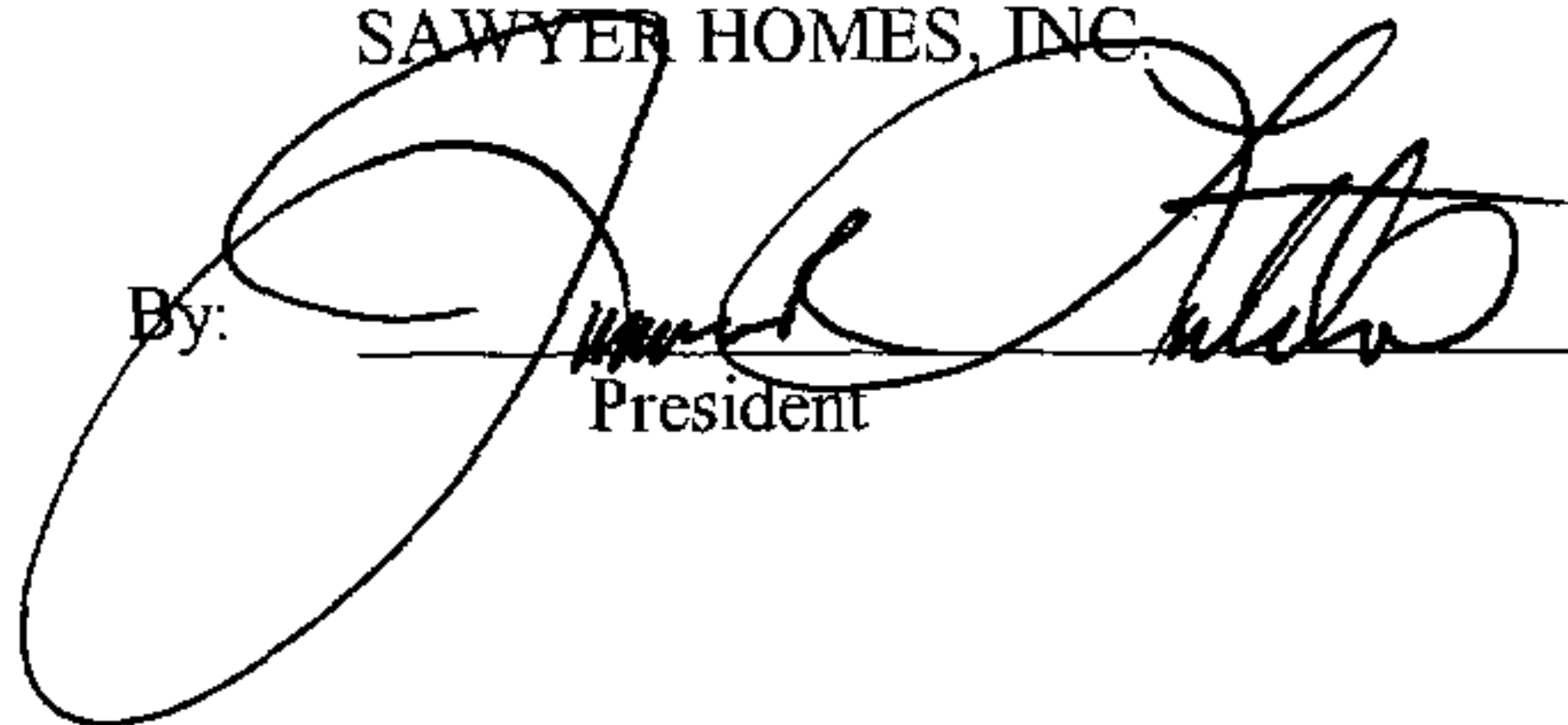
17. No Lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors or assigns.
18. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages. These covenants may be enforced by the owner of any Lot described herein or by the Declarant.
19. 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.
20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of recordation. Thereafter said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.
21. The Declarant hereby reserves the right to grant general utility service easements to any public utility desiring to provide service of such utilities to the subdivision or any individual Lot located in the same. The Declarant reserves surface water drainage easements wherever the same may be necessary for proper maintenance of the of the roads and driveways, and the right to direct water from its natural course to a more suitable course within the subdivision whenever it deems the same to be necessary or desirable. Declarant specifically reserves and dedicates the drainage and other easements shown on the subdivision plats.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

SAWYER HOMES, INC.

By:

President

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of the President of Sawyer Homes, Inc.

STATE OF NORTH CAROLINA
COUNTY OF Nash

I, a Notary Public of the County and State aforesaid, certify that James R. Latvala,
President of Sawyer Homes, Inc., a North Carolina corporation personally appeared before me
this day and acknowledged he freely and voluntarily executed the foregoing instrument in his
capacity as President on behalf of said corporation pursuant to authority duly given by the board
of directors. Witness my hand and official stamp or seal, this 23 day of March, 2007.

Wendy B. Kerns
Notary Public Wendy B. Kerns

My Commission expires: 9-30-2010

