

Drawn by: W. Thurston Debnam, Jr.

NORTH CAROLINA

FRANKLIN COUNTY

PROTECTIVE COVENANTS

This Declaration of Protective Covenants made this 30 day of November, 1987, by Stallings Crossing Associates, 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 Stallings Crossing Subdivision located in Dunn Township, Franklin County, North Carolina, as shown by map and survey recorded in Plat Record File 3, Slide 110-B, 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 guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials, to obtain harmonious color schemes; to ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lot; to

See Wain of Protective Covenants in Book 1002, Page 36-37.

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, but nothing herein shall be construed to mean that a lot may not be converted into a street by the Declarant. Except as hereinafter provided, no dwelling shall be erected, altered, placed or permitted to remain on any lot other than a residence not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than two (2) cars.

3. Building Location. No building shall be located on any lot nearer than fifty (50) feet from the front lot line. No building shall be located on any lot further from the front lot line than one hundred twenty-five (125) feet. No building shall be located on any lot nearer to a side street than thirty (30) feet in case of a corner lot. No dwelling shall be located nearer than twenty (20) feet to an interior lot line. No garage or other accessory building shall be located nearer than twelve (12) feet from an interior lot line. The Declarant reserves the right to waive in writing any minor violation of 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. Construction. Any construction begun on any lot covered by these Protective Covenants must be completed not later than one (1) year from the date that said construction commences.

5. Dwelling Size. No dwelling shall be permitted on any lot which has

an area, exclusive of open porches, carports and garages as follows:

(a) one-story dwelling with garage (not carport) one thousand two hundred (1,200) square feet

(b) one-story without garage, one thousand four hundred (1,400) square feet

(c) one and one-half (1 1/2) story dwelling with a ground floor of at least nine hundred (900) square feet - one thousand three hundred fifty (1,350) square feet,

(d) two-story dwelling with a ground floor of at least seven hundred (700) square feet - one thousand four hundred (1,400) square feet.

6. Architectural Committee. No building, including any accessory building or structure and garage, shall be erected, placed or altered on any premises on any lot shown on the aforesaid recorded map until the building plans, specifications and plats, showing the location of each building, has been approved in writing as to conformity and harmony of external design with existing structures in the development, including without limitation, proposed exterior materials and color and estimated location of the building with respect to topography and finished ground elevation by the Architectural Committee. No fence or wall shall be erected, placed or altered on any lot unless similarly approved by the Architectural Committee. In the event said Architectural Committee shall fail to approve or disapprove of such design or location within thirty (30) 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 in the case of major improvements, such approval shall not be required by this Covenant, and will be deemed to have been fully complied with. The Architectural Committee must approve the exterior colors of all buildings constructed in said subdivision and the Architectural Committee must

approve the location of each structure and whether or not construction according to a reversed plan shall be permitted. All such approval must be made by the Architectural Committee in writing prior to the commencement of any construction. The Architectural Committee shall be composed of three (3) persons designated and appointed by the Declarant or such person, firm or corporation to whom the Declarant has expressly assigned this right. The initial architectural committee shall be composed of Johnny H. Alford, Herbie Horton and Florence S. Williams.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map over the rear ten (10) feet of each lot and five (5) feet on each side line unless shown in excess of such distances on the aforesaid recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and draining facilities, or which may change the directional flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. 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. 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 underground electric cables which may require an initial contribution and/or the installation of street lighting, which may require a continuing monthly payment to Carolina Power & Light Company by the owner of each building lot.

8. Temporary Structures. No structure of a temporary character, including, but not limited to, a trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be erected or placed on any lot covered by

these Covenants.

9. Animals. No animals or poultry of any kind, other than household pets, shall be kept or maintained on any part of the property subject to these Covenants. No more than two (2) dogs shall be allowed on any lot and all dogs so kept outside must be securely tied and/or fenced.

10. 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.

11. Foundation. Except with the prior written consent of the architectural committee named herein, all foundations and fireplaces and any structure erected on any lot covered by these Covenants shall be of brick masonry construction.

12. Satellite Dishes. No transmission receiving device (satellite dish) shall be placed or erected on any lot closer than twenty (20) 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.

13. 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 regularly parked on the premises. No business activity or trade of any kind

whatsoever, which shall include, but not be limited to the use of any residence as a doctor's office or a professional office of any kind, a rooming house, a boarding house, an antique shop or gift shop shall be carried on on any lot.

14. Vehicles. No truck, boat, trailer or motor home shall be parked on the public streets of the subdivision which are the subject of these Protective Covenants.

15. Motor Bikes. No motor bikes, licensed or unlicensed, may be operated on the banks or shoulders of any roadway constructed in said subdivision. In order to prevent noise pollution and provide for safety, no motor bikes or other noisy vehicles, licensed or unlicensed, may be operated on any of the streets or on private property as shown on the aforesaid recorded map.

16. Equipment. All clotheslines and playground equipment, including, but not limited to, swings, swing sets, merry-go-rounds, playpens, sandboxes, and toys shall be located in the rear yard of the home and not in the front yard and must be kept in neat order and good repair.

17. Junk Cars. No inoperable or unlicensed motor vehicle shall be parked on any lot or dedicated streets without the prior written permission from the Architectural Committee. The purpose of this restriction is to prohibit any junk cars from being located in the subdivision.

18. Driveways. All driveways extending into the road right-of-way must be installed to meet North Carolina Department of Transportation specifications and requirements. All driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete and have a diameter of fifteen (15) inches or more. All driveways are to be graded so that water will drain away from the asphalt street into the pipe or ditch as constructed. The Declarant shall have the right to make whatever changes or corrections are necessary, at the property lot owner's expense, to correct a driveway entrance into the road right-of-way that does not meet the requirements and specifications of the

North Carolina Department of Transportation. The owners of all lots which are subject to these covenants shall be responsible for landscaping and reseeding any and all road shoulder and/or ditch banks disturbed during the course of construction or during the course of driveway installation.

19. Sign Easements. There shall be a sign easement on Lot 84 described as follows:

Beginning at a point in the eastern right-of-way of NC 39 and the northern right-of-way of Herbert Drive; thence along the eastern right-of-way of NC 39 fifty (50) feet to point A; thence from beginning point along the northern right-of-way of Herbert Drive fifty (50) feet to point B, then connecting a line between point A and point B shall be a Triangle Sign Easement.

There shall be a sign easement on Lot 1 described as follows:

Beginning at an iron in the eastern right-of-way of NC 39 and the southern right-of-way of Herbert Drive; thence from beginning point along the eastern right-of-way of NC 39 fifty (50) feet to point A; thence again from beginning point along the southern right-of-way of Herbert Drive fifty (50) feet to point B; thence connecting a straight line between point A and point B shall be a Triangle Sign Easement.

20. Identification Sign. The Declarants specifically reserve and maintain unto themselves, their heirs, successors and assigns the right to install and maintain a subdivision identification sign and landscaping to complement said sign within an area designated as follows:

21. Enforcement. These Covenants may be enforced by the Declarant or the

owner or owners of any of the aforesaid lots by proceeding said law or inequity against the person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

22. 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, 2012, on which date they shall automatically be extended for successive periods of ten (10) years, 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.

23. 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.

STALLINGS CROSSING ASSOCIATES,
A North Carolina General Partnership

By: *Lawrence S. Williams*
Partner

By: *Will S. Williams*
Partner

By: *Will S. Williams*
Partner

By: *Mrs. Justin S. Allen*
Partner

NORTH CAROLINA

VERIFICATION

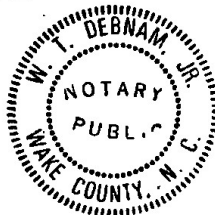
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that EVELYN S. HORTON, FLORENCE S. WILLIAMS, NELL S. WILLIAMS and JUDITH S. ALFORD, Partners of Stallings Crossing Associates, 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 30th day of November, 1987.

W. T. Debnam, Jr.
Notary Public

My Commission Expires: 9/3/92



wtd328.022

North Carolina, Franklin County

The foregoing certificate of W. T. Debnam, Jr., A Notary Public is certified to be correct.

This 7th day of December, 1987.

Martha D. Shearin
Martha D. Shearin Register of Deeds

NORTH CAROLINA - FRANKLIN COUNTY

Filed for registration the 7th

day of December, A.D. 1987

At 4:20 P.M. in Book 887

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