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R. O. BOX 279
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BOOK 3968 PAGE 943

LITTLEJOHN ACRES SUBDIVISION

DECLARATION OF RESTRICTIVE COVENANTS

PRESENTED
FOR
RECORD
MAY 23 4 27 PM '87
REGISTERED
WAKE COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Dickens Homes, Inc. a North Carolina corporation, hereinafter called "Owner", is the owner of LittleJohn Acres Subdivision, a Subdivision located in Middle Creek Township, Wake County, North Carolina, as recorded in Book of Maps 1987 on Page 182 of the Wake County Registry; and,

WHEREAS, the Owner, in order to assure that there is a harmonious and continuous plan and development of LittleJohn Acres Subdivision and to further assure that all Lots in the said subdivision will be governed by a single and uniform plan, which plan will be binding upon the heirs, successors and assigns of lot purchasers, hereby subjects said lots to and imposes upon them mutual and beneficial restrictions, covenants, conditions, charges and limitations of uses to which they may be put and place the same under a general plan or scheme of improvement for the benefit of said lots in LittleJohn Acres Subdivision, and obligate the present and future owners of said lots in accordance therewith; and,

WHEREAS, the Owner desires to make the said lots, as shown on the said plat, subject to the said covenants and restrictions hereinafter stated and to make the said covenants and restrictions run with the said land;

NOW, THEREFORE, in consideration of the Premises, the Owner, for itself, and its successors, legal representatives and assigns, hereby restricts the use of the aforesaid by making and imposing thereon the following covenants and restrictions.

1. No manufactured house shall be placed on any lot unless said house is at least twenty-four feet in width and forty feet in length, exclusive of tongue.

2. No manufactured house shall be placed on any lot unless such house has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the parking of any homemade mobile home on any of the aforesaid lots. No house over one (1) year of age at the time the home is placed on the lot shall be permitted, except as specifically approved by Owner. Special permission may be given in writing by Owner to place an older manufactured house or modular home on said lots if prior inspection is made and approval is given by Owner. If any manufactured house or modular home is one (1) year old or less at the time of placement on any said lot, but in the opinion of Owner said home has a bad and rundown exterior appearance, then it will be in violation of this restriction and will not be allowed in this Subdivision.

Purchaser of a lot in this Subdivision shall keep the outside appearance of his mobile or modular home in a clean and neat condition at all times. Failure to do so shall be a violation of these covenants.

3. Conventional, constructed permanent houses shall be permitted so long as said dwelling has a minimum of 1100 square feet of heated floor space on ground level. However, no shell homes shall be permitted. All conventionally constructed houses must be constructed on solid foundation. Construction may not be commenced without the prior written approval by Owners of all blueprints and specifications of the proposed construction. All plans and specifications submitted to the Owners as set out herein will be deemed approved if the Owners fail to give written approval of notice of rejection of the plans within thirty (30) days of submission.

4. All lots are restricted to occupancy by a single family. Leasing or sub-leasing of a manufactured house or lot to any party other than the purchaser of a lot shall be permitted, providing that all leasing or sub-leasing shall, in all respects, conform to these restrictive covenants. The record owner of said lot will be held responsible for enforcement of these provisions.

5. Set back regulations on all lots will be as follows: ALL homes will have a minimum set back of forty (40) feet from the road right of way. Set back on interior lot lines of each dwelling unit must be at least ten (10) feet. Set back on the rear property line shall be at least thirty (30) feet. However, violations of less than five percent (5%) shall not be grounds for corrective action. Further, no home placed on any lots shall violate any applicable county or state zoning set back regulations.

6. No home shall be placed on any lot unless the home has complete sanitary facilities, including but not limited to, the following: lavatory, water closet or commode, tub or shower, kitchen sink, and all such sanitary facilities must be in operable condition prior to the placing of said home on a lot.

7. Septic tanks located on or used on any lot of this subdivision shall be constructed and used in accordance with all applicable State and County regulations.

8. Swimming, fishing or boating will not be permitted in any lake, pond, canal, or ditch. Owner will not be responsible for accidents or any other detrimental acts in this Subdivision.

9. No cabanas, pump houses, garages, utility buildings, or other additions shall be constructed on any of the said lots unless the plans for such additions have first been approved, in writing, by Owner. All accessory buildings are to be compatible with existing architecture or be factory manufactured.

10. No poultry, fowl, or animals, other than household pets, shall be kept or harbored on any of the said lots or within any home situated thereon. Household pets are herein described to be dogs, cats, parakeets, and other domestic household animals. All dogs shall be contained in an enclosed area or shall be kept on a hand lease if such dog shows any signs of being ferocious.

11. No garbage or trash shall be burned on any lot. All garbage, trash or other refuse shall be kept in clean and covered receptacles located either in the rear of said homes or in a building, cabana, or other enclosed structure, so that the contents shall not be visible from the street. It shall be the duty of all lot purchasers to see that their garbage, trash, and other refuse is systematically and regularly collected by a refuse collector.

12. No noxious, offensive, immoral, or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

13. No commercial advertising or display signs shall be permitted within the Subdivision, except that the Owner, or his agents, may erect such temporary advertising and display signs as may reasonably be required for the development and sale of homes and lots.

14. The buyer or purchaser of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of any paved or gravel street, and clear of any unsightly objects. In the event that the buyer or purchaser or subsequent owner or lessee of any lot within the subdivision breaches this restriction, Owner reserves the right to enter upon the said lot and mow the grass, clean up the lot, and remove unsightly structures or objects. The cost of such work shall become a lien upon the said lot, and the buyer or purchaser of said lot shall be liable for the payment of said costs to Owner, including reasonable attorney's fees for the collection of said costs.

15. Where lots border on or contain drainage ditches, ponds, canals, or lakes, the buyer of each said lot shall keep that area, including the slopes, mowed and maintained regularly down to the edge of the water. Washouts and erosion on the lots shall be properly repaired by the lot owner.

16. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or in a carport which is not visible from the street.

17. All boats and travel or utility trailers shall be stored and placed in a garage, carport, or on the rear of the subject lots.

18. All playground equipment, including but not limited to swings, swingsets, merry-go-rounds, play pens, and sandboxes, etc., shall be located in the rear yard of the home and not in the front yard.

19. All cars shall be parked in an orderly and neat fashion, and in a driveway, carport or garage. Street parking prohibited. No inoperable or unlicensed motor vehicles shall be parked on any lot for more than thirty (30) days, the purpose of this restriction being to prohibit any junked cars from being located in the subdivision.

20. All motorcycles shall be parked in an orderly and neat fashion in a driveway, carport or garage.

21. All homes shall have a screen, wall or skirt so that the undercarriage and wheels are covered and not visible. The screen, wall or skirt shall be erected on all sides of the mobile home, and will be a minimum height from the ground to the bottom edge of the mobile home. Said screen, wall or skirt to be manufactured of stucco, fiberglass, brick or stone. The use of wood, cement block or cinderblock is expressly prohibited. The buyer shall have two months from the date the home is set on the lot to comply with these restrictions.

22. The Owner, or its duly authorized agents or representatives retain the right to make periodic inspections of the lots in the Subdivision, after reasonable notice has been given to the owners of any lot to be inspected.

23. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner, or owning or residing on any lot.

24. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant. Further, such proceedings may be initiated either to restrain violation or to recover damages, including reasonable attorney's fees as allowed by law.

25. Invalidity of any one of these covenants and restrictions or of any provisions herein set forth by Judgment or Court Order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

26. Owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable general service and utility easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and other suitable facilities for drainage purposes of for the conveyance

and use of electricity, telephone, gas, water, or other public conveyances, or utilities on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Owner shall have the unrestricted right and power to release such easements.

27. All manufactured houses or modular homes will be placed with the length being parallel with the front property line of lot. In the case of corner lots, the front line shall be defined as that streetside property line which is greatest in length.

28. No outside clotheslines will be permitted.

29. The developer 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 cable which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light by the owner of each building.

IN WITNESS WHEREOF, the Owner has caused this instrument to be duly executed by its authorized officers on this the 13th day of March, 1987.

DICKENS HOMES, INC.

By: [Signature]
Virgil Dickens, President

ATTEST:

By: [Signature]
Joseph Dickens, Secretary

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Joseph Dickens personally appeared before me this day and acknowledged that he is Secretary of Dickens 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, sealed with its corporate seal, and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this 13th day of March, 1987.

[Signature]
Notary Public

My Commission Expires: 2-16-88

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate _____ of [Signature]

Notary (Does) Public is

(Does) certify to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH G. WILKINS, Register of Deeds

By [Signature]