Book 1109 Page 0186

43

NORTH CAROLINA
FRANKLIN COUNTY

PROTECTIVE COVENANTS AND EASEMENTS OF

NEW CASTLE SUBDIVISION

THIS DECLARATION, made this the 30th day of June, 1998 by EVANS ROAD ASSOCIATES, a North Carolina General Partnership, hereinafter called Declarant.

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants and easements 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 and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants and easements set forth below.

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants and easements set forth in the Articles of this Declaration is located in the County of Franklin, State of North Carolina, and is more particularly described as follows:

BEING Lots 3 thru 43 of NEW CASTLE SUBDIVISION
according to Plat Book 1998, Page 213, Franklin County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to the following covenants and easements

1. All of the provisions, requirements and restrictions hereinafter set forth shall be construed as covenants running with the land and binding upon the parties hereto and their respective heirs, successors and assigns, it being the purpose and intent hereof that such provisions, requirements and restrictions shall inure to the benefit and advantage of the owners of any lot or parcel of land in New Castle Subdivision, and that the same may be enforced and violations thereof may be restrained by any such owner or owners.

(pg) 663-664 Protective Covenants in Book 1116 Page

See Addendum to

2 No failure or neglect on the part of any owner of the land embraced in said New Castle Subdivision to demand or insist upon the observance of any such provisions, requirements or restrictions or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation or operate as an estoppel to restrain a continuance thereof; but any such provisions, requirements or restrictions may be enforced at any time not withstanding violations thereof may have been suffered or permitted at some prior time Nor shall a waiver of any such provisions, requirements or restrictions in any particular be deemed a waiver of any other default, whether of the same or of a different nature.

3 No animals of any kind shall be kept on any lot except those household animals normally found in a residential neighborhood. Any pens or housing used by the animals shall be regularly cleaned Approved animals shall be penned or on a leash and shall not be allowed to roam. There shall be no commercial raising of animals No more than three (3) pets shall be allowed per household. In addition, one pony shall be allowed on lots 1.5 acre or more.

4 No junked or disabled automobiles shall be allowed to remain on any lot.

5 Each lot owner shall keep their lot free of tall grass, undergrowth, dead trees, trash, and rubbish. Each lot shall be maintained so as to present a neat appearance

6. All garbage shall be stored in receptacles which are picked up and disposed of weekly Receptacles shall be placed out of sight of the subdivision street and shall be screened.

7. All lots shall be used for single family residential purposes exclusively No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the property owners in the subdivision. No motorbikes, go-carts, or three or four wheel recreational vehicles shall be operated on lots in the subdivision or on any street in the subdivision Any other type of motor vehicle or machinery that is excessively loud is also prohibited.

8. No incomplete structure, outbuilding, tent or camper unit shall be used as a residence on these lots, either temporarily or permanently

9. Declarant reserves the right to subject the real property in this subdivision to a contract with Wake Electric Membership Corp. for the installation of underground electric cable and/or the installation of street lighting, either or both of which may require a continuing monthly payment to Wake Electric Membership Corp by the owner or owners of each lot, and the liability of each owner shall be computed on a prorata basis

10 All dwellings, mobile homes, driveways, buildings, mailboxes, driveway pipe and fencing must be approved by the Declarant or assign, prior to being placed on the lot All mobile units must have a foundation of a material and color approved by the

Declarant Failure of the Declarant or assign to give approval after written submission for approval within 21 days shall constitute approval.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear 10 feet of each lot and 5 feet along each side line

12. 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 (25) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part

13. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

IN WITNESS WHEREOF, The EVANS ROAD ASSOCIATES, A North Carolina General Partnership, has caused this instrument to be executed this 30th day of June, 1998.

EVANS ROAD ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP

By: Wayne Lowery (SEAL)
Wayne Lowery

By: Julie Wright (SEAL)
Julie Wright

NORTH CAROLINA
COUNTY OF WAKE

I, Carole Findley a Notary Public of the County and State aforesaid, do hereby certify that WAYNE LOWERY and JULIE WRIGHT, Partners of Evans Road Associates, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants and Easements for the purposes therein contained

Witness my hand and notarial seal, this 30TH day of June, 1998

My commission expires 11-14-00

Carole Findley
NOTARY PUBLIC

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Carole Findley, a Notar(y) (ies) Public, is/are certified to be correct

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 1109, Page(s) 186-188

This 6th day of July, A.D., 1998, at 9:30 o'clock A M

KAY S HUNT REGISTER OF DEEDS
Kay S. Hunt

By Carole Findley
Asst. Deputy Register of Deeds