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Franklin County North Carolina
Brandi S. Brinson, Register of Deeds
BK 2371 PG 1566 - 1570 (5)

Drawn by: W. Thurston Debnam, Jr.
Return to:: Smith Debnam, 4601 Six Forks Road, Suite 400, Raleigh, NC 27609

NORTH CAROLINA
FRANKLIN COUNTY

PROTECTIVE COVENANTS FOR
HARRISON VILLAGE,
PHASE III C

THIS DECLARATION OF PROTECTIVE COVENANTS is made this 27th day of September, 2024 by LITTLE RIVER INVESTMENTS, LLC (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 themselves certain drainage easements, sign easements, and utility service easements in connection with the property.

WHEREAS, it is in the best interest of the Declarant and to the benefit, interest and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the property be established; and

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 _____ (hereinafter referred to as "the Lots") in the subdivision known as Harrison Village Subdivision, Phase III C in the County of Franklin, State of North Carolina, as shown by map and survey recorded in Book 2024, Page 230, Franklin County Registry. The lots are subject to the following covenants and restrictions as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. To the extent that the provisions contained in these Protective Covenants conflict with the provisions of prior Protective Covenants, the provisions, terms and conditions of these Protective Covenants shall control.
2. All of the Lots will 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 not more than three cars and one approved detached storage building constructed in similar design and constructed of similar materials to primary residence.
3. The exterior of all dwellings must be finished not later than one year from the date construction begins.
4. No building shall be located on any tract nearer to the front property line than 35 feet or nearer to the side property line than 10 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.
5. Multi-story residences shall be erected with a minimum of 1,600 square feet of heated living space, exclusive of porches and garages. Single story residences shall contain not less than 1,500 square feet of heated living area, exclusive of porches and garages. No trailer, tent, shack, barn or other building shall be erected or placed on any Lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently. Temporary structures are prohibited.
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 its own well or other approved water source and 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.

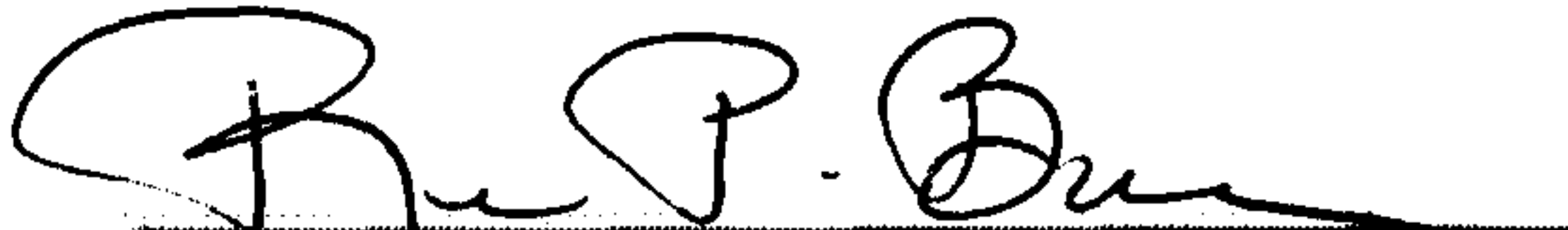
9. No inoperable, unlicensed or junk motor vehicles or equipment of any kind may be located on any Lot.
10. All yards and surrounding landscape shall be kept free of unsightly debris and neatly mowed and maintained at all times.
11. No shelter of a temporary or permanent character, such as a trailer, basement, tent, shack, garage, or bam 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.
13. The Declarant reserves the right to subject the property in the subdivision to a contract with Duke Energy Progress or 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 Duke Energy Progress by the individual Lot owners.
14. In the event that a dwelling is constructed nearer to the adjacent Lot than is permitted by these restrictive covenants, but not nearer than ten feet to such line, such violation may be waived by recording in the Franklin County Registry an instrument in writing executed by the Declarant and by the owners of the adjacent Lot on the side on which the violation occurs. Upon the execution and recordation of such waiver said violation shall not thereafter be deemed existing.
15. Any fence or wall installed within the Subdivision must be approved by the Declarant. No fences are allowed in the front yard.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for any commercial purposes. No person owning or having custody of a permitted animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. All animals shall be on a leash when outside the Owner's Dwelling. The Owner of a permitted animal shall be responsible for removing and cleaning up any excrement deposited by such animal on any Lot or the Open Space.
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.

LITTLE RIVER INVESTMENTS, INC.

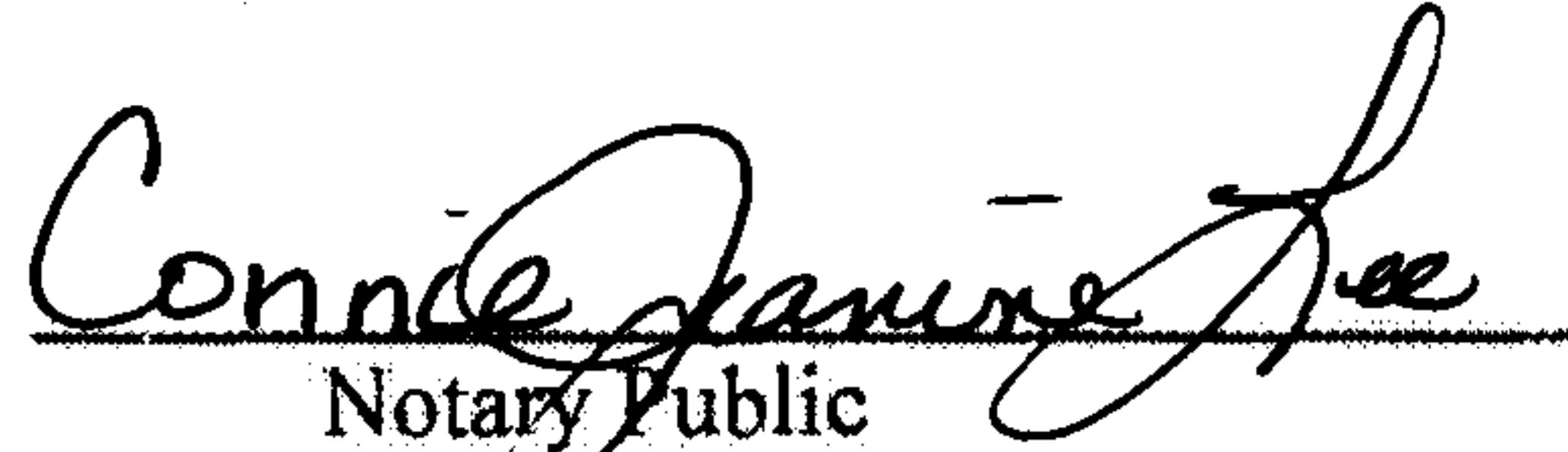
By: 
Renee P. Baker, President

NORTH CAROLINA
Johnston COUNTY

I, Connie Jeanine Lee, a Notary Public for the state and county aforesaid, certify that Renee P. Baker personally came before me this day and acknowledged that she is the President of Little River Investments, Inc., a North Carolina corporation, and that she, as President, by the authority duly given and as the act of the corporation, the foregoing instrument was voluntarily executed by her on behalf of said corporation. Witness my hand and official stamp or seal this the 27 day of September, 2023.

My Commission Expires:

08/09/2024


Notary Public

Connie Jeanine Lee
Printed Name of Notary Public

