

This instrument prepared by:

Jolly, Williamson & Williamson(WMJ)

NORTH CAROLINA

NORRIS CREEK ACRES

FRANKLIN COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that JAMES G. CHAMBLEE and wife, LINDA W. CHAMBLEE, are the owners in fee simple of that certain tract or parcel of land situate in Harris Township, Franklin County, North Carolina, and comprising Lots No. 1 through 27, inclusive, according to survey by Williams, Pearce & Associates, P.A., Registered Land Surveyors, as shown on plat thereof dated January 7, 1986, entitled "Proposed Lot Design For Norris Creek Acres Subdivision, Owner: James Chamblee, Harris Township, Franklin County, North Carolina", of record in Plat Record File #____, slide _____ in the office of the Franklin County Register of Deeds; AND WHEREAS, the undersigned contemplate the development of said property and the conveyance of the lots hereinabove referred to; AND WHEREAS, it is the desire of the undersigned that the purchasers and subsequent owners of said property shall be protected by the covenants and restrictions hereinafter set forth to the mutual advantage of the owners and the purchasers of any or all of said property.

NOW, THEREFORE, in consideration of the premises and as an inducement and incentive to the prospective owners to purchase and develop said property, the undersigned do hereby covenant and agree to and with all persons, firms, or corporations hereafter acquiring any property in the above described "Norris Creek Acres Subdivision", that all of the lots on the map hereinabove referred to and now owned by the undersigned are hereby subject to the following covenants and restrictions as to the use thereof and that all subsequent conveyances of the above property shall be subject to the following covenants and restrictions, to wit:

1. All lots shall be used only for residential purposes.
2. No dwelling of less than 1200 square feet of living space, exclusive of porches, garages and terraces, shall be permitted on any tract, except for single-wide mobile homes hereinafter referred to.
3. No building shall be constructed within 30 feet of the front property line, 10 feet from the side property line, 25 feet from the rear

property line, 30 feet from the side property line on corner lots, and 40 feet from the front property line on major thoroughfares. For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a dwelling.

4. No structure of a temporary character, including but not limited to, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract within said subdivision at any time as a residence, either temporary or permanent.

5. No noxious or offensive activity shall be carried on upon any tract in said subdivision, nor shall anything be done on any tract in said subdivision which may be or may become an annoyance or nuisance to the neighborhood.

6. No tract as shown on the official map of said subdivision shall be resubdivided unless such part of the subdivided tract becomes a part of a whole tract and the remainder of the subdivided tract becomes a part of another whole tract. In no event, however, shall more than one dwelling be erected on any one tract or to any one tract to which there has been made an addition, EXCEPT for Lot #15 of said subdivision.

7. No one shall be permitted at any time to raise, keep or maintain any poultry, cattle, swine or goats on any lot shown on the official map of said subdivision. No animals shall be kept or raised for commercial purposes.

8. The purchaser of any tract within said subdivision through which a stream, branch, pond or creek passes; or of a tract bounded by a stream, branch, pond or creek, must keep said stream, branch, pond or creek free and clear of all debris and stagnant water so far as the said stream, branch, pond or creek passes through or bounds any tract.

9. These covenants and restrictions in no way prohibit the location, on any tract of land shown on the official map of the subdivision, private stables for horses, provided that the pen or building used to house horses shall be kept clean at all times and if any premises shall be found by the County Health Department to be a nuisance and/or detrimental to the public health, the owner or occupant of said premises shall be required to remedy the offending condition in accordance with the instructions of the County Health Department after receiving notice thereof.

10. Single-wide mobile homes placed on any lot may remain on said property for a period of no longer than sixty (60) months and shall be no more than five (5) years old. At the end of said sixty month period, single-wide mobile home may be replaced by pre-fabricated dwelling, modular dwelling, double-wide mobile home, or constructed dwelling, so long as dwelling has masonry underpinning.

11. It is expressly understood that the portion of these restrictions pertaining to the road maintenance shall not apply to Lots 1-5 because they abut a State maintained road; however, it shall apply to Lots 6-27 and owner of each lot shall be responsible for its proportionate share of maintenance of said road.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 2005.

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

14. Invalidation of any of these covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

PRIVATE ROAD MAINTENANCE PROVISIONS

For all tracts in Norris Creek Acres Subdivision, there is hereby created a Norris Creek Acres Subdivision Property Owners Association which governing the speed limits and for the maintenance and upkeep of the roads in the subdivision. Each of the owners of meeting of such association to be held on the last Friday of January of each year beginning with the year 1987. At the annual meeting, there shall be elected a Board of directors for the Association consisting of five members and the five members so elected shall be responsible for contracting and providing for the road maintenance and regulations. The costs of any repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all tracts within the Subdivision. However said maintenance shall not exceed the sum of \$100.00 per tract per year in terms of 1986 dollars. Owners of more than one tract shall be assessed one assessment for each tract owned. In the event a tract owner fails or refuses to pay his proportionate part of such road maintenance, the association may enforce such payment through civil action to be instituted for such

purpose in the General Court of Justice of Franklin County, North Carolina. Title to all tracts in the subdivision that abut a private road shall extend to the centerline of said road; however, the declarant herein, and its successors and assigns, reserve the right to grant a general road easement to the North Carolina Department of Transportation or any other governmental authority, if it is desired that such private road be included in the public highway system. Lots 1-5 are excepted from the Private Road Maintenance Provisions and the Property Owners Association.

RESERVATION OF UTILITY EASEMENTS

Declarant hereby reserves the right to grant general utility easements to any public utility desiring to provide service of such utilities to a lot owner within said subdivision.

CHANGES IN COVENANTS AND RESTRICTIONS

The covenants and restrictions shall be in effect and applicable to lots within Norris Creek Acres Subdivision for a period extending to September 1, 2005; however, if a two-thirds (2/3) majority of the owners of tracts of land within said subdivision determine that changes in said covenants and restrictions will result in the improvement of Norris Creek Acres Subdivision, then such changes may be made and recorded in the Register of Deeds Office of Franklin County, provided such changes in said covenants and restrictions are made at a special called meeting of the Norris Creek Acres Subdivision Property Owners Association after the Board of Directors of said Association first gives written notice to all property owners within said subdivision of the proposed changes in said covenants and restrictions, said notice to be given to all property owners at least thirty (30) days prior to the date for said hearing. These covenants and restrictions shall only be changed, altered or amended, upon a vote of at least two-thirds (2/3) of the property owners within Norris Creek Acres Subdivision based on one tract equal to one vote.

IN TESTIMONY WHEREOF, the said James G. Chamblee and wife, Linda W. Chamblee, have hereunto set their hands and seals, this the 1st day of August, 1986.

James G. Chamblee (SEAL)
James G. Chamblee
Linda W. Chamblee (SEAL)
Linda W. Chamblee

NORTH CAROLINA

FRANKLIN COUNTY

I, the undersigned Notary Public of said County and State, do hereby certify that James G. Chamblee and wife, Linda W. Chamblee, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 1st day of August, 1986.

Betty B. Watson
Notary Public

My commission expires:

2-2-89

(N. P. SEAL)

North Carolina, Franklin County

The foregoing certificate of Betty B. Watson, A Notary Public, is certified to be correct.

This 1st day of August, 1986.

Martha D. Shearin Register of Deeds
Martha D. Shearin

NORTH CAROLINA
FRANKLIN COUNTY

Filed for Registration the 1st day of August

A.D. 19 86 at 4:50 P.M. and recorded in

Book 865 Page 448-452

Martha D. Shearin
MARTHA D. SHEARIN REGISTER OF DEEDS

BY _____