

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

Proposed Restrictive Covenants for
Medfield Estates III

KNOW ALL MEN BY THESE PRESENTS, That CLIFTON EDWARD BLACKLEY (hereinafter "Declarant"), does hereby covenant and agree with all persons, firms and corporations hereafter acquiring Lots 5, 6, 7, 17-26 and 42-46 Franklin County, NC as shown on that plat recorded in Plat Book 2001, Page 379 A&B, Franklin County Registry, that all of said Lots are hereby subjected to the following restrictive covenants as to the use thereof, which restrictive covenants shall run with the property, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed three stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot.

2. DWELLING SIZE/CONSTRUCTION/TYPE. No dwelling shall have less than 1090 square feet of heated living area. Each dwelling shall have brick or concrete block foundation walls and fiberglass shingle roofs or the equivalent. No single-side mobile home shall be placed or maintained on any Lot within the subdivision.

3. BUILDING SETBACK: HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside of the building envelope provided in the Zoning Ordinance of Franklin county or other appropriate governmental entity, as same may be as amended from time to time (hereinafter the "Zoning Ordinances"). For purposes of the building setback requirements, decks, porches, eaves, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the Zoning Ordinance as it exists as of the date of issuance of a certificate of occupancy for such improvements. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts. All houses must be at least 20 feet in width and driveways must be paved for at least 20 feet from the road in any hard surface material.

4. FENCES. No fence or wall shall be erected on any Lot closer to any street than the front of the house constructed on such Lot and, in the case of a corner Lot, the side building setback line adjacent to such side street. Chain link fences are

permitted. Every fence or wall shall comply with the requirements of Franklin County or other appropriate governmental entity (hereinafter "Franklin County") and be approved as provided in Paragraph 14 of these Restrictive Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad, which may be gravel, asphalt or concrete.

No tractor trailer trucks, cabs, commercial vehicle of any kind, boat or boat trailer, or any vehicle, trailer or other enclosed body of the type which may be placed on or attached to a vehicle (known generally as "recreational vehicles" or "campers") shall be parked or stored on any street within the Subdivision, except as temporarily necessary to facilitate deliveries to a Lot. Tractor trailer cabs, commercial vehicles, boats, trailers, and/or recreational vehicles or campers may be parked or kept on a Lot provided that it is kept behind the house constructed on such Lot and does not constitute a nuisance to the owner(s) of any adjacent Lot.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot or any street within the subdivision, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. 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 business trade or activity may be conducted on any Lot unless permitted by the Franklin County Board of Adjustments.

9. SIGNS. Except as otherwise required by Franklin County, no

sign of any kind shall be displayed to the public view on any Lot except signs used by Declarant to advertise Lots for sale during the construction and sale period, one sign of not more than six (6) square feet advertising the property for sale or rent, and signs of not more than six (6) square feet expressing support of or opposition to political candidate or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election. Declarant reserves for himself and his assigns an easement for the installation, maintenance, repair and replacement of signs advertising the entrance to the subdivision on Lots 3 and 4. No fences, buildings or other structures and no mass planning shall be permitted on either of these lots.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. However, a satellite antenna receiver or disc will be permitted on a Lot if: (i) the receiver or disc is not larger than two feet (2') in diameter; (ii) the receiver or disc is located on the side of the house away from the street and within the building set back lines applicable to that Lot; and (iii) the receiver or disc is located or screened in such a way that it cannot be seen from any street within the subdivision. Any such screening must be approved as provided in Paragraph 14 of these Covenants. In no event shall any freestanding transmission or receiving tower be permitted on any Lot.

11. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair such damage and/or reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape are on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

12. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

13. REMOVAL OF TREES. After a house constructed on a Lot within the Subdivision is purchased for use as a residence pursuant to a certificate of occupancy issued by the appropriate governmental entity, no tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval required by Paragraph 14 of these Covenants.

14. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected or maintained upon such Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall a building permit for such improvement or change be made, nor shall any major landscaping or relandscaping of any Lot be commenced or made (such construction, alteration and landscaping are hereinafter referred to as the "Improvements") until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Declarant. If the Declarant fails to approve or disapprove such proposed Improvements within thirty (30) days after the plans and specifications have been received by it, approval will not be required, and this Paragraph shall be deemed to have been complied with. The Declarant shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. The Declarant shall not approve any Improvements which it determines, in its discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Declarant may, at any time in its discretion, assign the review and approval authority reserved to Declarant by this paragraph to any other person or entity. Such assignment shall be effected by recording in the Franklin County Registry an Assignment of Declarant's Rights. Any reference to the term "Declarant" in these Covenants shall be construed to mean and include any such assignee. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

Declarant shall have the right to promulgate and from time to time amend written architectural standards and construction

specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique.

15. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements situated on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times the owner's failure to do so, the Declarant may, at its option, after giving the owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs, and vegetation cut when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses incurred by the Declarant for such work shall be a lien and charge against the Lot on which the work was done and personal obligation of the then-owner of such Lot.

Upon an owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Declarant may, at its option, after giving the owner of such Lot thirty (30) days written notice sent to his last known address, make repairs and improve the appearance of such structure in a reasonable and workmanlike manner. The cost of any work performed by the Declarant upon the owner's failure to do so shall be immediately due and owing from the then-owner of the Lot on which the work was performed and shall constitute an assessment against the Lot and the personal obligation of such owner, collectable in a lump sum, and secured by the lien against the Lot as herein provided.

16. EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Franklin County Registry, and such instruments in the Franklin County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear lines of each Lot for the installation and maintenance of

poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

The Declarant and its successors and assigns shall at all times have the right of access upon such easements for the purpose of landscaping, planting, mowing, maintaining the area within the foregoing easements or for removing any object placed in the easement area in violation of the provisions of this Paragraph 16.

17. STREET LIGHTING. Declarant reserves the right to subject the real property within the subdivision to a contract with Carolina Power and Light Company ("CP&L") for installation of street lighting, which requires a continuing monthly payment to CP&L by each residential customer.

18. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

19. UNINTENTIONAL VIOLATIONS. Declarant reserves the right, but shall not be obligated, to waive in writing any violation of the designated and approved building setback lines on any Lot; provided, however, that such violation does not exceed 20% of the applicable requirements, and further provided that no such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Zoning Ordinance or a variance has been obtained for such violation.

20. ENFORCEMENT. 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 herein and enforcement shall be to either restrain violation and/or to recover damage resulting therefrom.

21. SEVERABILITY. Invalidation of any one or more of these covenants by judgement or court order should in no way affect any of the other provisions, which shall remain in full force and effect.

22. TERM. These covenants shall run and bind the land and all owners thereof for a period of 25 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than eighty percent (80%) of the Lots, and thereafter an instrument signed by then-owners of not less than two-thirds (2/3) of the Lots.

23 DECLARANT. Nothing contained herein shall be construed to permit interference with the development of the subdivision by Declarant so long as such development follows the general plan of appropriate, by the Federal Housing Administration and/or Veterans Administration. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant

IN WITNESS WHEREOF, declarant has caused this instrument to be executed under seal as of the 9th day of October, 2001.

Clifton Edward Blackley
CLIFTON EDWARD BLACKLEY

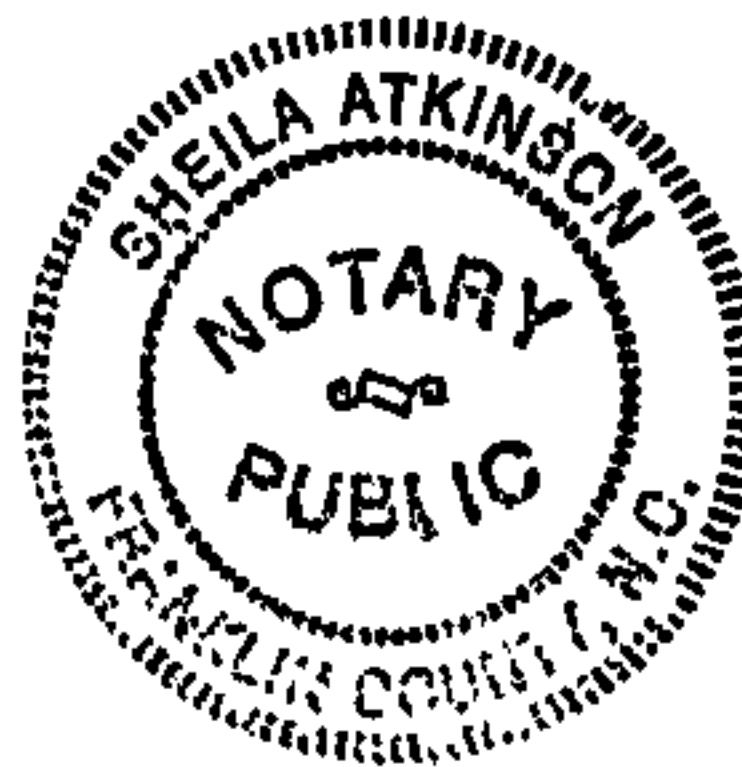
STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

I, a Notary Public of the County and State aforesaid, certify that CLIFTON EDWARD BLACKLEY personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9th day of October, 2001.

My Commission Expires: May 4, 2002 Sheila Atkinson
NOTARY PUBLIC



STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Sheila Atkinson, 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 1236, Page(s) 1-7

This 12th day of October, A D, 2001, at 9:30 of clock A.M

LINDA H STONE, REGISTER OF DEEDS

By Linda H. Stone
Asst Deputy Register of Deeds