

PREPARED BY AND HOLD FOR: WARREN, PERRY, ANTHONY & COOK
NORTH CAROLINA
FRANKLIN COUNTY
PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made this 19th day of June 1991, by STEPHEN C. GOULD and wife, JUDITH U. GOULD, JAMES M. ADAMS and wife, GAYLE W. ADAMS, hereinafter called OWNERS, of Wake County, North Carolina;

W I T N E S S E T H:

WHEREAS, OWNERS are the owners of the real property described below and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

NOW, THEREFORE, OWNERS hereby declare that the following described real property located in Franklinton Township, Franklin County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth. This real property is described as follows:

Being all of Lots 1 through 13 of Riverview Estates as shown on map recorded in Plat Record File 3, Slide 91-24, Franklin County Registry.

All lots will be used for residential purposes only, and each lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two and one half stories in height and an attached garage for not more than three cars. More than one lot may be used as one building site if approved in writing by Owners, or such other person designed by Owners.

All dwellings in the above described tract shall have heated, enclosed, floor area of at least 1250 square feet for a one floor residence, at least 1400 square feet for a story and one-half residence and 1600 square feet for a two story residence, such square footage requirements shall not include basements, porches, screened porches, garages, carports or stoops.

No dwelling or other approved structure shall be located on any building sit nearer to the front property line (road or street right of way) than 50 feet, and no dwelling shall be located less than 20 feet from the side property line, or less than 50 feet from the rear lot line. For the purpose of this covenant, eaves, steps, and

See Ordinance to Protective Covenants in Book 985, Page 158-159

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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 dwelling on a building site to encroach upon another building site. Structure shall also be limited as to location by the 100 year flood limit and by suitable soiled areas.

No dwelling shall be built on or placed on any building site having a width of less than 100 feet at the building setback line, nor shall any dwelling be erected or placed on any building site having less than 60,000 square feet.

No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a residence if there is not client or customer traffic to the office.

No shelter of a temporary or permanent character such as a trailer, basement, tent, shack, garage or barn shall be used on any building site any any time as a residence, either temporarily or permanently, except as follows. On lots 1, 5, 6, 7, 11, 12 and 13 a barn or other housing facility may be constructed for up to three horses, with such facility also providing housing for people. Such facility must be at least 150 feet from the street right of way line and at least 100 feet from other lots in the subdivision.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless these are in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and

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maintenance of utilities and drainage facilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

In the event that a dwelling does not meet proper set back lines in these restrictive covenants, such violation may be waived by the execution and recording of a waiver signed by Owners. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other lot owners. As an exception to the above, owners of lots 1, 6, 7, 8, 9, 11, 12 and 13 can have up to three horses on their lot if such horses are properly fenced and housed.

No lot or portion shall be dedicated or used for a public street without the prior written consent of Owners. This covenant concerning use of lot for a dedicated or public street shall automatically expire on 1 January 2000.

Owners reserve the right to install and maintain a subdivision sign and appropriate land scaping at the intersection of Riverview Drive and Greenhill Road. This easement shall concern the southwestern corner of lot 1 and the southeastern corner of lot 2.

No lot in the subdivision may be subdivided, creating two or more lots from what was previously one lot. The property line between

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the two lots may be altered as long as all remaining lots are at least 60,000 square feet in area and have at least 50 feet of road frontage.

Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision.

All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not be visible.

In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence, outside lighting, screen planting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by Owners, or by such other persons designated by Owners. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to him, or in any event, if no suit to enjoin the erection of such building has been instituted within thirty days of commencement of construction, such approval will not be required, and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plat plan showing location of house, specifications, and design of driveway. A sketch plan showing approximate locations and design will be acceptable.

The owner of any building site containing an approved dwelling may erect outbuildings thereon provided that he first submits plans

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and site locations for such out buildings to Owners, or to such persons designated by Owners, or designated otherwise as set forth in preceding paragraph. Such plans shall be approved, or shall be deemed to have been approved as provided in the preceding paragraph.

Absolutely no mobile home of any type or modular home of any type shall be allowed on any lot covered by these protective covenants.

No fences shall be allowed in the front yard of any lot, except for lots 1, 5, 6, 7, 8, 11, 12 and 13. Fences allowed in the front of lots must be approved by Owners prior to their installation.

Owner reserve the right to subject the real property covered by these protective covenants to a contract with Carolina Power & Light Company for the installation of street lighting along the roads and the subdivision. This may require a continuing monthly payment for lot owners to Carolina Power & Light Company for the use of the street lights.

Enforcement of these covenants shall be by proceeding 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.

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

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

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IN WITNESS WHEREOF, OWNERS have hereunto set their hands and seals, this the 19 day of June, 1991.

Stephen C. Gould (SEAL)
STEPHEN C. GOULD

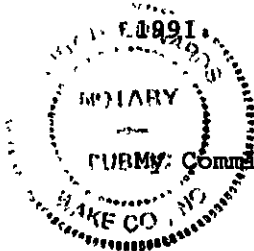
Judith U. Gould (SEAL)
JUDITH U. GOULD

James M. Adams (SEAL)
JAMES M. ADAMS

Gayle W. Adams (SEAL)
GAYLE W. ADAMS

WAKE COUNTY

I, a Notary Public of the aforesaid County and State, do certify that STEPHEN C. GOULD AND WIFE, JUDITH U. GOULD, JAMES M. ADAMS AND WIFE, GAYLE W. ADAMS personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 19 day of June, 1991.



Linda H. Edwards
NOTARY PUBLIC

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Linda H. Edwards, a

Notar(y) (100) 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 939, Page(s) 322-327

This 1st day of July, A.D. 1991, at 12:00 o'clock P.M.

MARTHA D. SHEARIN, REGISTER OF DEEDS

By Kay S. [Signature]
Asst. Deputy Register of Deeds