

Drawn By Edwin C Ham

Mail to P.O. Box 515

Zebulon, NC 27697

RESTRICTIVE COVENANTS

NORTH CAROLINA

FRANKLIN COUNTY

HORSESHOE ACRES

KNOW ALL MEN BY THESE PRESENTS That Horseshoe Associates, a partnership (hereinafter referred to as Declarant), being the owner of that certain parcel of land located in Harris Township, Franklin County, North Carolina designated as Horseshoe Acres, as shown by map and survey recorded in Plat Record File 3, Slide 64A, Franklin County Registry, does hereby agree and covenant with all persons, firms, or corporations now owning or hereafter acquiring any of the area included within the said parcel, that all lots shown on the aforesaid map are hereby subjected to the following restrictions as to the use thereof, running with said property by whomsoever owned, to wit

1 A building unit shall consist of a tract of land containing not less than 30,000 square feet, except where variance has been granted by Franklin County No building unit shown on said recorded map shall be subdivided

2 No building unit shall be used except for residential purposes, but nothing herein shall be construed to mean that a unit may not be converted into a street Except as hereinafter provided, no dwelling shall be erected, altered, placed or permitted to remain on any building unit other than one detached single family dwelling, not to exceed three stories in height, and a private garage for not more than three cars

3 No building shall be located on any lot or building unit nearer than 50 feet from the front line nor nearer than 30 feet from the rear line nor nearer than 20 feet from a side street nor nearer than 10 feet from the side line No side yard shall be required for a garage or other permitted

See ~~the~~ Amendment to Restrictive Covenants in Book 879, Pages 657-658.

accessory building located 80 feet from the front lot line For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building unit to encroach upon another unit The Declarant reserves the right to grant variance from these setback requirements in order to insure that each lot or unit may be utilized regardless of its topography

4 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 An easement is also reserved over the front 10 feet of each lot for the installation and maintenance of utilities and drainage facilities 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 maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 the owner of any lot shall acquire land adjacent to and in the rear of such lot, such lot owner may relocate the easement herein established over the rear line to conform to the increase in size of his lot, provided; the alteration in drainage does not thereby adversely affect the drainage of any other lot or interfere with the rights of the owners of other property within the subdivision in services rendered by the easement herein contained Such relocated easement shall be the same width as the original easement

5 No noxious or offensive activity shall be carried on upon any of the aforesaid designated property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood

6 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of the aforesaid designated property at any time as a residence, either temporarily or permanently

7 No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the aforesaid designated property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners and occupants must comply with all local, county and state regulations, ordinances and statutes concerning the control of pets and other animals by leash, fence or otherwise

8 None of the aforesaid designated property shall be used or maintained as dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Declarant reserves the right to select and approve a garbage collection contractor to serve all residences located on the aforementioned lots or units. All trash or garbage containers must be of a type and nature approved by the selected garbage contractor. The owners of each lot shall pay the service fees charged by the selected garbage contractor

9 These covenants may be enforced by Declarant, or the owner or owners of any of the aforesaid property by proceedings 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

10 These covenants shall be binding on the parties and all persons claiming under them until January 1, 2007, on which date they shall automatically expire

11 Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect

12 No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13 No dwelling house, structure, fence, swimming pool or yard ornament shall be erected on any building unit or lot until the plans and specifications with the proposed site therefor have been submitted to and approved by the undersigned. If the undersigned, fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted, such approval shall not be required, provided further, that Declarant may in its discretion, at any time release any lot or lots from restrictions imposed by this paragraph

14 Declarant reserves the right to approve all exterior paint colors, all exterior brick colors and designs and all shingle colors

15 Declarant reserves the right to specify and select one standard mail delivery box which must be used by the owners or occupants of all lots or units

16 Fences shall not be allowed in the front yard of any building unit. Chain link fences which are visible from the roads shown on said recorded map are prohibited. All utility service lines serving dwelling units or accessory buildings shall be underground, provided, that main transmission lines located within street rights-of-way shall not be underground. No satellite dishes or other antennae shall be allowed in front yards

17 Declarant, reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company 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 a continuing monthly payment to Carolina Power and Light Company by owner of each building

18 No person, firm or corporation may dig, bore or drill a well on any building unit so long as adequate water supply is available from the private central water system operator without the express consent of Declarant

19 In order to provide for a private water system, the owner of each building unit shall and must pay at least the minimum rate for monthly water service as established by the North Carolina Utilities Commission even if no water service is used by said owner. All water service shall be provided by an independent contractor and Declarant shall have no duty nor liability regarding water or sewer service

20 Declarant, reserves the right to amend these restrictions from time to time as it may deem necessary

IN TESTIMONY WHEREOF, the said Declarant, has caused this instrument to be signed and sealed this the 16th day of APRIL, 1987

HORSESHOE ASSOCIATES, a partnership

By C. Terry Perry (SEAL)
C Terry Perry

By B R Alford, Jr (SEAL)
B R Alford, Jr

By W Thurston Debnam, Jr (SEAL)
W Thurston Debnam, Jr

STATE OF NORTH CAROLINA

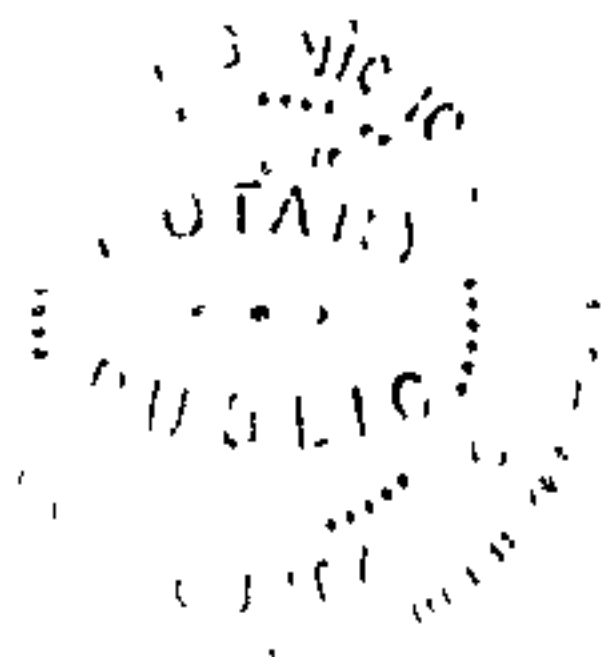
COUNTY OF Wake

I, Wendy S. Nichols, a Notary Public in and for said County and State, do hereby certify that C TERRY PERRY personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and notarial seal, this the 16th day of April, 1987

My Commission Expires 6/20/90

Wendy S. Nichols
Notary Public

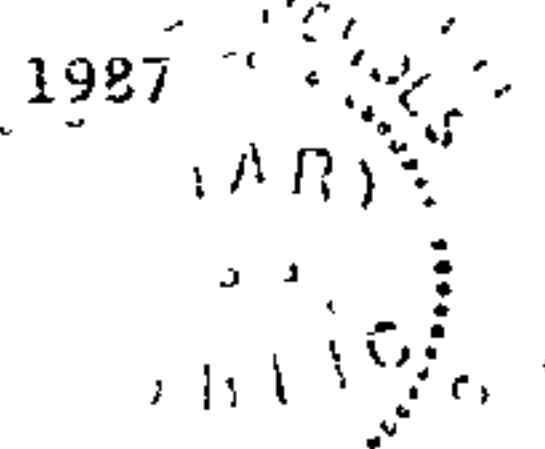


STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Wendy S. Nichols, a Notary Public in and for said County and State, do hereby certify that B R ALFORD, JR personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and notarial seal, this the 16th day of April, 1987



Wendy S. Nichols
Notary Public

My Commission Expires 6/20/87

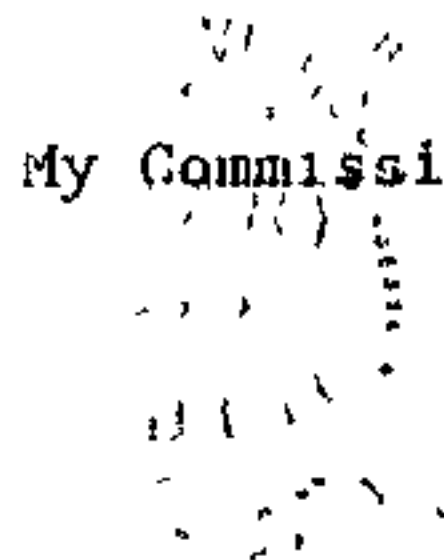
STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Wendy S. Nichols, a Notary Public in and for said County and State, do hereby certify that W THURSTON DEBNAM, JR personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and notarial seal, this the 16th day of April, 1987

1987



Wendy S. Nichols
Notary Public

My Commission Expires 6/20/87

North Carolina, Franklin County
The foregoing certificates of
Wendy S. Nichols, A Notary Public
are certified to be correct.

This 16th day of April, 1987.

Martha D. Shearin
Martha D. Shearin
Register of Deeds

ech86578 001

NORTH CAROLINA
FRANKLIN COUNTY

Filed for Registration the 16th day of April
A.D. 1987 at 3:45 PM and recorded in
Book 877 Page 142-148
Martha D. Shearin
MARHTA D. SHEARIN REGISTER OF DEEDS
BY _____