

BOOK 896 PAGE 090

Prepared by and Held for Warren and Perry, Attorneys

NORTH CAROLINA
FRANKLIN COUNTY

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made this 23rd day of May, 1988, by RONALD STALLINGS, hereinafter called OWNER, of Coral Gables, Florida;

W I T N E S S E T H:

WHEREAS, OWNER are the owner of the real property described below and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth,

NOW, THEREFORE, OWNER 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 these Protective Covenants.

BEING all of Lots 1 through 10 of "Stonybrook subdivision" drawn by Irvin A. Staton, R.L.S. Section I of this plat is recorded in Plat Cabinet 3, Slide 114-A, Section II is recorded in Plat Cabinet 3, Slide 114-B, and Section III is recorded in Plat Cabinet 3, Slide 119-C.

All residential units shall have a finished floor area, exclusive of basements, porches, and garages of 1500 square feet or more.

No dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right-of-way) than 100 feet, and no dwelling shall be located less than 15 feet from any side property line, or less than 25 feet from any rear lot line. 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 dwelling on a building site to encroach upon another building site.

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 an 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 that office.

No shelter of a temporary or permanent character such as a basement, tent, shack, garage or barn shall be used on any building site at any time as a residence, either temporarily or permanently.

No animals, livestock or poultry shall be kept, raised, or bred on any lot for commercial purposes. No kennels will be allowed. Owners shall be responsible for their animals and will insure that they are not a nuisance to other lot owner.

At least 25% of the gross area of each tract shall be left in its natural condition. All existing trees within 5 feet of a side or rear lot line shall be left undisturbed except when necessary for installation of utilities or for suitable drainage.

No mobile homes (including doublewides) shall be placed upon any of the front lots or tracts of this subdivision (front lots being defined as those tracts as shown on said map having more than sixty feet of frontage on N. C. S. R. 1203; provided, however, such structures may be placed on any of the other tracts of this subdivision for a period not exceeding three (3) years immediately prior to the construction or occupancy of a permanent dwelling located thereon.

Five feet of space of each tract adjoining the side lines and ten feet of space adjoining the rear line of all tracts shall be reserved for utility easements to serve this subdivision.

Each owner shall maintain his tract in a neat and pleasing manner and shall keep such lot free and clear of all trash and rubbish. No junk objects or junk cars shall be allowed. No disabled automobiles for longer than reasonably necessary to accomplish repairs.

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 be construed as a waiver of any enforcement rights and 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 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.

IN WITNESS WHEREOF OWNER has hereunto set his hand and seal, this the 28 day of May, 1988.

Ronald Stallings (SEAL)
RONALD STALLINGS

FLORIDA, DADE
NORTH CAROLINA
WAKE COUNTY

I, C. W. LATHAM, a Notary Public of the aforesaid County and State do certify that RONALD STALLINGS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 28th day of May, 1988.

C. W. Latham
NOTARY PUBLIC
My Commission Expires: June 10, 1990



North Carolina, Franklin County
The foregoing certificate of C. W. Latham, a Notary Public is certified to be correct.
This the 10th day of June, 1988.
Martha D. Shearin
Martha D. Shearin, Register of Deeds

NORTH CAROLINA - FRANKLIN COUNTY
Filed for registration the 10th
day of June, A.D. 1988.
At: 00P.M. In Book 896
Page(s) 90-92
Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS