

**NORTH CAROLINA
NASH COUNTY**

**DECLARATION OF PROTECTIVE COVENANTS
FOR COLONIAL TRACE SUBDIVISION**

THOMAS DEVELOPMENT CORPORATION does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the real estate hereinafter described, that the said real estate and appurtenances located thereon are hereby subjected to the restrictions hereinafter set out is described as follows:

BEING all lots as shown on plat or survey entitled, "Final Map, Section No. 5, Colonial Trace Subdivision, Developed by Thomas Development Corp." prepared by Joyner, Keeny & Associates, recorded in Map Book 16, Page 64, Nash County Registry (hereinafter referred to as "Colonial Trace").

The purpose of these restrictions is to insure the use of Colonial Trace for attractive residential purposes only in the style or form or appearance known as Colonial Williamsburg; to prevent the impairment of the attractiveness of the property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to maintain the desired tone of the community; to obtain harmonious color schemes; and to thereby secure each site owner the full benefit and enjoyment of his home.

1. All rights, privileges, powers and authority granted herein to the Architectural Control and Restriction Committee (hereinafter referred to as the "Developers"), to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Julian R. Thomas, T.E. Ricks, and Robert D. Allen, or their successors. Upon the sale of the last numbered lot as shown on the plat hereinabove referred to and any and all other lots which may be restricted by reference to the herein restrictions as evidenced by the recordation of a deed therefore, the responsibilities and obligations of the above named Developers shall cease and the owners of record of the said lots in the subdivision known as Colonial Trace may thereupon call a meeting of all property owners of record and may, by a majority vote of those

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present and constituting a quorum, elect a new group to replace the original Developers which shall serve until the next regular meeting of the owners. Regular meetings may be held at least annually thereafter and a quorum for any regular or special meeting of lot owners shall be the owners of at least fifty percent (50%) of the lots shown on said Map, represented in person or by proxy. The newly appointed group, and its successor, shall consist of three (3) members, each of whom must be an owner and an occupant of a lot shown on the aforementioned Map and shall serve in the same capacity as the original Developers of approving or disapproving plans, administering, enforcing, and carrying out the restrictions, conditions and reservations as set forth in this instrument. Notice of any meeting of the lot owners of record shall specify the time, date and place of the meeting and shall be sent by regular mail or by personal delivery to the occupant of a respective owner's lot at least one (1) week in advance of the meeting. It is understood that the aim of the Architectural Control Committee is to insure that improvements on said lots shall be in the style or form or appearance known as Colonial Williamsburg. Members of such committee shall not be entitled to any compensation for services performed pursuant to this provision.

2. All numbered lots shown on said Map shall be known and designated as residential lots and shall be used for residential purposes, and no structure shall be erected, altered, placed or permitted to remain on any residential lot, other than one (1) single family dwelling not to exceed two and one-half (2½) stories in height. No carports shall be permitted.

3. No building, dwelling, fence, mailbox, newspaper box, tool shed, storage unit, work shed, dog house, or other structure shall be commenced, erected, placed or maintained upon any lot nor shall any exterior addition to, change in, or alteration of any improvements on any lot be made until the plans and specifications showing the nature, kind, shape, height, materials and location of

same shall have been submitted in writing to and approved in writing by the Developers as to conformity and harmony of external design, color, materials and location in relation to the general tone of development of "Colonial Trace". The Developers reserve the right to approve or disapprove any and all proposed changes in external color for dwellings previously approved.

4. All patios, terraces or decks shall be located only in the rear of the dwelling located on a lot, may be no higher than twelve (12) inches above grade, and shall be of approved materials. There shall be no patio roofs or patio awnings. Covered porches shall be excluded from this height provision.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence, either temporarily or permanently. No trucks (except as allowed under Paragraph 16 hereof), campers, recreational vehicles or similar vehicles shall be parked overnight on any of said lots or on the streets adjoining said lots.

6. No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent. The Developers shall provide "For Sale by Owner" signs which shall be used when property is to be sold by the owner thereof.

7. No fence shall be erected on any lot without the prior written approval of the Developers as to height, location, type of material and design. No outside clotheslines shall be permitted; not wire fencing of any kind shall be permitted. No strings of lights shall be allowed at any time on the exterior of any structure located on any lot.

8. No security lights, yard lights, or any other type of exterior lighting (other than that provided by Thomas Development Corporation in the original construction) shall be erected or placed on any lot without the prior written approval of the Developers as to design, height, location, and intensity.

9. No noxious or offensive activity shall be carried on upon any lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjoining property or properties.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept provided they are not raised, bred or kept for commercial purposes. Any property owner keeping a household dog, cat or other pet shall be at all times responsible for keeping said pet within his own yard or properly leashed and curbed at all times.

11. No lot owner shall be permitted to cut or remove any tree or other natural growth which exceeds eight (8) feet in height without the prior written consent of the Developers.

12. Property owners shall neither maintain nor permit any type of motor vehicle or other machinery that produces excessively loud noises. The term "motor vehicle" shall include all motor-cycles.

13. Property owners shall not permit any abandoned automobiles to be placed upon their lots, in their driveways, or on the streets adjoining their lots.

14. Garbage and all other waste shall be kept in sanitary containers at all times and placed for collection as prescribed by the City of Rocky Mount or any other agency exercising control over sanitary containers. All cans or other equipment used for the storage or disposal of garbage shall be kept in clean and sanitary conditions and shall be kept in an area not general visible from the streets adjoining said lot.

15. No property owner shall conduct, or permit to be conducted upon his property, a yard sale, nor shall property owners be permitted to maintain automobiles in their yards, driveways, or in the streets adjoining their lots with "For Sale" signs thereon.

16. No trade materials or inventory shall be stored on any lot and no trucks in excess of three-quarter (3/4) ton may be regularly parked thereon.

17. Each lot owner shall keep his yard free of tall grass and weeds, unsightly undergrowth, dead trees, trash and rubbish and keep same properly maintained so as to present a pleasing appearance.

18. Above-ground exterior air-conditioning and heating equipment, other mechanical equipment, pens, yards and houses for household pets, garbage and trash cans or receptacles, and outside above-ground storage areas for construction materials, coal, oil, wood or other fuels shall be screened from view or covered by the use of shrubs, fences or other suitable screening material.

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

20. In addition to other requirements for building specifications, all dwellings and/or buildings located on any lot shall have cedar shake shingles and, in the event a fireplace is constructed or added, it shall be colonial in style or appearance from the exterior.

21. The Owner(s) of each lot will install a 36 inch wide brick sidewalk along the street and side-street lot lines of each such lot within one year of purchase or when final grading is done for such lot (unless Developers temporarily waive this requirement for a construction purpose or other reason), whichever comes first, and the owners of all lots shall have a perpetual non-exclusive right of easement to pass and repass along and across the sidewalks located on the property of all other owners of property in said subdivision. Within the easements created by the installation of said sidewalks, no structure, planting or other material shall be placed or permitted to remain which may damage the sidewalks, interfere with their maintenance, or interfere with the ingress, egress or regress of any pedestrian using said sidewalks.

22. In the event that a dwelling is constructed nearer to the

front lot line than is permitted but does not violate the set-back line by more than 10% of the minimum distance, such violation may be waived by the execution and recordation in the Nash County Registry of an instrument in writing executed by Thomas Development Corporation, its successors or assigns, and the owners of the adjacent building units, or if there is only one adjacent unit, by the owner of such adjacent unit. Upon execution and recordation of such waiver, said violation shall not thereafter be deemed to exist. In the event of the dissolution of Thomas Development Corporation, the signatures of the owners of the adjacent building units shall be deemed sufficient to waive the violation. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

23. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under Thomas Development Corporation or by virtue of any judicial proceedings (excepting however, Thomas Development Corporation and its successors or assigns during the development of Colonial Trace), Thomas Development Corporation, its successors and assigns, and the owners of the numbered lots in Colonial Trace, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any one of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any provision herein contained shall not in any way affect any of the other provisions hereof and they shall remain in full force and effect.

24. In order to insure the orderly development of Colonial Trace and to maintain the desired tone of the community, it is

hereby reserved unto the Developers, their successors or assigns, the right to amend, modify, change or eliminate any or all of the foregoing restrictions. In addition to the rights heretofore reserved to approve, disapprove, modify or change these restrictions, the Developers, their successors or assigns, shall be vested with the authority to prosecute any proceedings at law or in equity to either enforce these restrictions or to prevent their violation, in addition to the usual and normal legal and equitable rights of the other owners of lots in Colonial Trace.

25. It shall be incumbent upon the Developers to act with all due speed on the review of any plans or specifications submitted in writing for their approval and the failure of the Developers to so act within sixty (60) days after being requested so to do shall be deemed to constitute an approval of said plans or specification.

26. The covenants and restrictions herein shall run with the land and shall be enforceable as previously provided and shall inure to the benefit of and bind the owners of any lot subject to these restrictions, their respective legal representatives, heirs, successors and assigns for a term of thirty-five (35) years from the date hereof. After thirty-five (35) years, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. Except as provided in Paragraph 24 above, the covenants and restrictions of this declaration may be amended by an instrument signed by not less than fifty percent (50%) of the lot owners of Colonial Trace hereinabove referred to. All amendments must be duly filed of record in the Office of the Register of Deeds of Nash County.

27. The provisions as set forth in these restrictive covenants shall not be construed to prohibit the use of one or more of said lots by Thomas Development Corporation as a model for sales purposes, provided, however, that following the initial sale of any of said lots used for model purposes, these covenants shall be and remain in full force and effect.

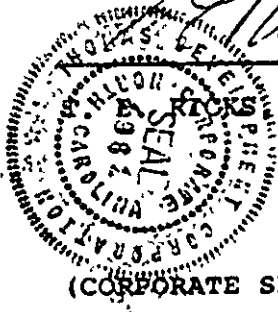
IN TESTIMONY WHEREOF, Thomas Development Corporation has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, all by order of its Board of Directors, this the 14th day of July, 1986.

THOMAS DEVELOPMENT CORPORATION

BY: Julian R. Thomas

JULIAN R. THOMAS, President

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

NORTH CAROLINA

COUNTY OF NASH

I, Carolyn R. Braly, a Notary Public of the County and State first above written, do hereby certify that J. E. Reeks personally appeared before me this day and acknowledged that he is the Secretary of THOMAS DEVELOPMENT CORPORATION, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Julian R. Thomas, sealed with its Corporate Seal, and attested by himself as its Secretary.

Witness my hand and notarial seal, this the 14th day of July, 1986.

CAROLYN R. BRALY
NOTARY PUBLIC
NASH COUNTY, N. C.

Carolyn R. Braly
Notary Public

My Commission Expires: 11-12-90

(SEAL)

FILED

Aug 11 12 42 PM '86
REGISTER OF DEEDS
NASH COUNTY, N.C.

NORTH CAROLINA-NASH COUNTY

The foregoing certificate of

Carolyn B. Brady

Notary (Yes) Put

checked to be correct. This instrument was presented for registration and recorded in

office in Book 1197 Page 821

This 11 day of Aug.

1986 12⁴²

at P

MARGARET B. DOUGHTIE, REGISTER OF DEEDS

Virginia R. Murphy
Asst. Register of Deeds

17.00
Robert K Smith

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