

NORTH CAROLINA

RESTRICTIVE COVENANTS

FRANKLIN COUNTY

THIS DECLARATION made this ____ day of March, 2020 by JANET M. JOHNSON, unmarried herein called Declarant.

WITNESSETH:

That Declarant is the owner of real property described in Article I, and is desirous of subjecting that real property the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall apply to and bind the successors in interest of any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described in Article I is and hereafter shall be held, transferred, sold, and conveyed subject to the protective covenants stated herein, which shall run with the land subjected to them.

ARTICLE I

The real property subjected to these covenants is located in Youngsville Township, Franklin County, North Carolina, and is more particularly described as follows:

All of Lots 1, 2, 3, and 4 as shown on the Map of the Janet Johnson

Subdivision as recorded in Book of Maps ~~2020~~ Page 96 Franklin County Registry.

ARTICLE II

The lots described above shall be used as residential lots. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than detached single family dwellings not to exceed three stories in height, private garages and specialized buildings for horses, livestock, and other animals and fowl as hereinafter permitted and storage facilities for equipment, hay, feed, and other materials incidental to their maintenance. Buildings for hobbies, crafts, and other allowed uses shall be permitted.

ARTICLE III

1. Each new residential structure shall have a minimum area of 1,600 square feet. This area shall not include porches, breezeways, steps, carports, and garages.
2. All structures in the subdivision shall meet the following criteria:
 - A. Residences shall be set back from Sid Mitchell Road as per County Ordinance.
 - B. Non-residential buildings shall be set back no less than 125 feet from Sid Mitchell Road without permission of the Declarant or Assign for a lesser setback.
 - C. All fences, hedges or other permanent barrier plantings shall be set back a sufficient distance from the right of way of any road or exterior property line so as to allow mowing, maintenance, repairs and other care of the fence or planting outside the fence or planting.
3. Declarant reserves the right to waive minor violations of this provision and to modify them to adapt a unique house or unique situation to a particular lot.
4. Tracts subdivided from original tract shall be no less than two acres without permission from Declarant or Assign.

ARTICLE IV

1. Declarant or Assign will be the Architectural Committee to review and approve all improvements and construction proposed on any lot. This shall include, but shall not be limited to: structures, fences, walls, outside lighting, dog pens, screen plantings, and landscaping where natural topography, or natural vegetative cover is disturbed.
2. The property owner shall submit a plot plan showing all proposed activity and all plans and specification for such, including, but not limited to: topography, beginning and finished ground elevations, landscaping, exterior design of structures, exterior design of the structures, exterior colors of structures, external materials of structures, and all other matters affecting changes in the appearance of the lot.
3. Lot owners shall personally submit their plot plans, drawings, plans and specifications to the Committee. If the Committee does not give its written approval within 21 days of submission, the submission will be considered to be approved and this Article will be deemed to be complied with. PROVIDED, this presumption and implied consent shall not apply to any detached garage, storage building, stable, barn or other non-residential Structure.
4. The terms "Architecture Committee and "Committee" as used herein include Declarant or her Assigns.

ARTICLE V

1. It is Declarant's intention that the property subject to these covenants may be used for the non-commercial breeding and keeping of horses, other animals, and fowl in a comfortable, convenient, and practicable manner

with the density and intensity of these uses restricted so as not to create a nuisance from odors, insects, excess traffic or other circumstances arising from said uses on the property. To this end the following restrictions apply:

- A. The maximum number of large animals that may be kept on lots having less than 10 acres is a number equal to the number of acres minus 2. Fractional numbers will be rounded down. By way of example and not limitation: the maximum number of horses for a lot of 5.8 acres is 3.
- B. The maximum number of large animals that may be kept on lots having an area greater than 10 acres is 8 plus a number equal to 1.5 times the number of acres over 10. By way of example and not limitation: the maximum number of horses for a lot having 16 acres is 17 and for 20 acres is 23.

2. Any stallion or aggressive animal including pets and fowl shall at all times be kept in a secure area so as not to constitute a nuisance or danger to anyone. Such area shall be designed and constructed so as to prevent the escape of such an animal to any adjoining property.

3. Nothing herein shall be construed to prevent a landowner from selling animals on the premises, from boarding horses for hire, or from offering lessons or other fee for use equine services on the premises, PROVIDED that such uses are harmonious with the use of other lands subject hereto, and that they are carried out in facilities appropriate to allowing such services in a manner that does not constitute a nuisance or otherwise burden others owning lands subject hereto in their private use of their property.

4. All equipment, implements, trailers, trucks and other machinery needed for the land uses and businesses contemplated in this Article will be used reasonably and stored in an unobtrusive manner so as not to be a burden on the other neighbors, or an unsightly nuisance.

5. Included in the permitted activities incidental to the breeding and keeping of horses and animals shall be the production of hay and forage and other activities related to their care and feeding. These covenants shall be construed broadly to carry out this purpose and intent.

ARTICLE VI

1. Except as hereinabove provided, no business or trade activity where goods or services are offered to the public shall be carried out on any lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood. Nothing herein shall be interpreted or construed to prevent the use of any structure or portion thereof as a home office, or to prevent the occupant of a house from working at home, provided that goods or services are not offered to the general public.

2. No trade materials or inventories (except during construction) shall be stored or otherwise allowed on the premises. No inoperable automobiles or equipment may be stored or regularly parked on the premises or upon any street right of way in the subdivision. Such parking or storing on a street right of way is a prohibited use of the lot occupied by the person so storing and parking.

3. No business or trade offering goods and services to the general public (except as hereinabove provided) shall be allowed which prohibited business or trade would generate regular pedestrian or vehicular traffic to the subdivision.

ARTICLE VII

No trailer, tent, shack, or temporary structure shall be permitted on any lot in the subdivision for any purpose including that of a temporary residence. Horse trailers, boats, and recreational vehicles are permitted. All propane, gas, and other storage tanks shall be screened from view.

ARTICLE VIII

Commercial kennels for keeping dogs, cats, or other animals or fowl are expressly prohibited as is the keeping of any animals, fowl, or birds for commercial purposes. Chicken or fowl shall be limited to 10 per household and dogs and cats to 4 per household.

ARTICLE IX

No lot or portion thereof shall be dedicated for a public or private street for through use of the public without the written consent of Declarant.

ARTICLE X

All fences, walls, hedges, mass plantings, and other visual or physical barriers shall be erected and maintained at all times as herein provided so as to contribute to the positive appearance and livability of the neighborhood. All garbage receptacles shall be screened and garbage removed weekly intervals.

ARTICLE XI

All public and private utility distribution lines and facilities in the subdivision shall be located underground. There is a five (5) foot wide easement for location of underground utilities located along the inside of the exterior boundaries of each lot. Declarant reserves the right to subject the subdivision to contracts and easements for all available utilities and for the installation of street lights which may require a continuing monthly payment to the Utility by the owner of the lot whereon the light is located, or a continuing monthly payment for each lot owner for a proportional part of the total street lighting cost.

ARTICLE XII

1. Declarant, at any time so long as she owns one or more lots in the subdivision may alter, modify, or amend these Covenants. When Declarant no longer qualifies to alter, modify, or amend these Covenants, the owners of 100% of the lots in the subdivision may alter, modify or amend these Covenants.

2. All changes shall be in writing, signed by the necessary number of lot owners, and recorded in the Franklin County Registry.

ARTICLE XIII

Each owner shall maintain all buildings, fences, hedges and other improvements on his lot in a neat and pleasing manner and shall keep the lot free and clear of tall grass, unsightly undergrowth, dead trees and bushes, trash, and rubbish. EXCEPT the owner may grow and produce hay and other forage in the open areas of any lot. The owner of each lot shall maintain all grassed lawn area on the shoulders and slopes adjacent to the streets bordering the lot and shall maintain and replant as needed, all grass, ornamental trees and shrubs along the street which borders the owner's lot.

ARTICLE XIV

These covenants shall run with the land, and shall be binding upon all parties and persons claiming under them for a period of twenty years from the date hereof, after which time they shall be extended automatically for successive ten year periods unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in full or in part.

ARTICLE XV

These covenants are to be governed by and construed in accordance with the laws of the State of North Carolina. Invalidation of any one of these covenants by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE XVI

The designation "Declarant" as used herein shall include Janet M. Johnson, her heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF Janet M. Johnson has hereunto fixed her hand and seal on the day and year first above written.

 SEAL
JANET M. JOHNSON

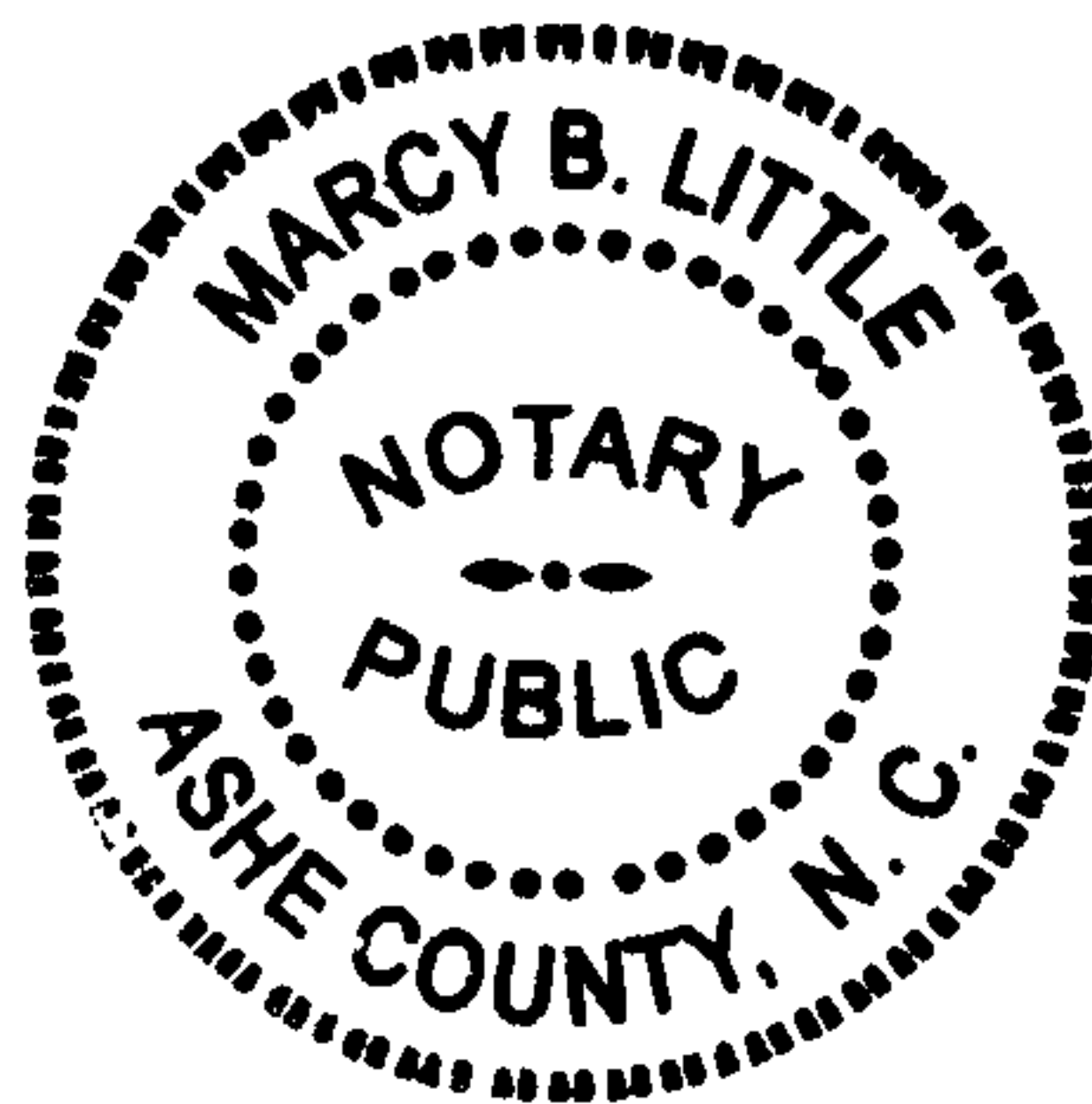
North Carolina

~~Wake~~ **Ashe** County

The undersigned Notary Public certifies that Janet M. Johnson personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 5th day of March, 2020.

My Commission Expires 2-4-2024




Notary Public