

BK 2106 PG 321 - 327

Prepared by and Return To:
Kimberly P. Thomas, Esq.
Warren Shackelford & Thomas, PLLC
PO Box 1187
Wake Forest, NC 27588

NORTH CAROLINA

RESTRICTIVE COVENANTS
FOR
SOUTH HALL SUBDIVISION

FRANKLIN COUNTY

Winslow Custom Homes, LLC, hereinafter referred to as Declarant, hereby declares that the Property described on Exhibit A attached hereto and made a part hereof, is and shall hereinafter be held, transferred, sold and conveyed subject to the following Restrictive Covenants, which shall run with the Property, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE.** All lots shall be used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, and a private garage for not more than three (3) cars, and other out-buildings incident to residential use of the lot. Nothing herein shall be deemed to prohibit conversion of a lot to a street.
2. **DWELLING SIZE.** The minimum heated square footage of a dwelling may not be less than 1,400 square feet.
3. **BUILDING SETBACK/HOUSE LOCATION.** No dwelling shall be erected or maintained on any lot outside of the building envelope shown on the

recorded plat of the property or as otherwise required or permitted by the zoning ordinances of Franklin County. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, by windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinances of Franklin County as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the lot abuts.

4. FENCES. No fence or wall shall be erected on any lot closer to any street than the back of the house. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls built necessary by the slope or grade of any lot or lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.
5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently.
6. PARKING/DRIVEWAYS AND PARKING PADS/ABANDONED VEHICLES. Vehicles may be parked or stored only on portions of a lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than three (3) vehicles. Any driveway or parking pad constructed upon any lot shall have either a cement concrete surface, or brick pavers.

No vehicle or any type which is abandoned or inoperative shall be stored or kept on any lot in such a manner as to be seen from any other lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.
8. NUISANCES/BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any lot.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except signs used by the Declarant to advertise lots for sale during the construction and sale period, one sign of not more than six (6) square feet advertising the property for sale or rent, one builder sign, and signs of not more than six (6) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a lot earlier than sixty (60) days before such election and shall be removed within (2) days after such election.
10. ANTENNAS/SATELLITE DISHES OR DISCS. No radio or television transmission or reception tower or antenna shall be erected on any lot or rooftop. No satellite disc in excess of 18 inches shall be installed which is visible from the street.
11. SWIMMING POOLS. No above ground swimming pools shall be permitted in the subdivision, except in the backyard behind the residential dwelling. Inflatable wading pools shall be permitted.
12. MAINTENANCE OF LOT/CONSTRUCTION. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage or destruction; provided, however, that if the structure damage is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.

13. GARBAGE/UTILITY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or

garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to an approved enclosure the night of the scheduled pickup.

14. EXTERIOR MAINTENANCE. The owner of each lot shall maintain the grounds and improvements on his lot, including, but not limited to plantings, landscaping and lawns, at all times in a neat and attractive manner.

15. UTILITY AND DRAINAGE EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, plantings, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a lot shall be maintained continuously by the owner of such lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots by the recording of appropriate instruments in the Franklin County Register of Deeds, and such instruments shall not be construed to invalidate any of these Covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cable television or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each lot for the aforementioned purposes.

16. SUBDIVISION OF LOTS. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat.

17. STREET LIGHTING. Declarant reserves the right to subject the property to a contract for installation of street lighting, which requires a continuing monthly payment by each residential customer for such lightings.

18. ENFORCEMENT. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be either restrain violation and/or recover damages resulting therefrom.

19. SEVERABILITY. Invalidation of any one or more of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

20. MAILBOXES. There shall be a mailbox kiosk as approved by Declarant pursuant to North Carolina law. The mailbox kiosk shall be located within the subdivision at a place and size as determined by the Declarant for the benefit of all lot owners within the subdivision.
21. TERM. These Covenants shall run with and bind the land and all owners thereof for a period of twenty-five (25) years from the date these Covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These Covenants may be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by then-owners of not less than seventy-five percent (75%) of the lots. Declarant, so long as he shall own one or more lots or any common area, may amend these Covenants without the approval or joinder of any other lot owners.
22. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the lots by Declarant so long as said development follows the general plan of development previously approved by Franklin County. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.
23. ROADS. Declarant shall maintain the roads within the subdivision until such time that NC DOT accepts the road into the State Road System for public maintenance.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the 21 day of ~~April~~, 2017.

JULY

WINSLOW CUSTOM HOMES, LLC

BY: 

Matthew D. Winslow, Member/Manager

BK 2106 PG 321 - 327

Prepared by and Return To:
Kimberly P. Thomas, Esq.
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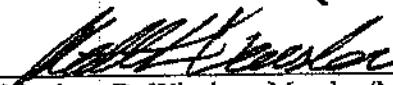
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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the 21 day of ~~April~~, 2017.

July

WINSLOW CUSTOM HOMES, LLC

BY:


Matthew D. Winslow, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

I, a notary Public of the County and State aforesaid, certify that Matthew D. Winslow personally appeared before me this day and acknowledged that he is Member/Manager of WINSLOW a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him as Manager in the Company name and as the act of the Company. Custom Homes

Witness my hand and official stamp or seal, this the 21 day of July, 2017.

Teresa C Smith
Notary Public

My Commission Expires: 11-15-2020

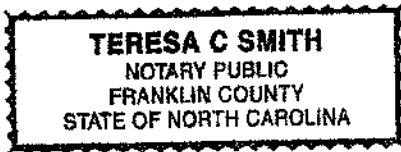


EXHIBIT A LEGAL DESCRIPTION

Being Lots 1-18 "Final Plat for South Hall Subdivision" as shown on that plat recorded in Book 2017 Pages 156-157, Franklin County Registry.