

NORTH CAROLINA  
PERSON COUNTY

PREPARED BY: RONNIE P. KING, ATTORNEY AT LAW

PROTECTIVE COVENANTS

This Declaration and Agreement made and entered into this the March 4, 2005 by and between DUNCAN FAMILY LIMITED PARTNERSHIP, party of the first part, herein after designated as "DECLARANT" and all successors in title and their heirs and assigns of all property included within the lands hereinafter described, parties of the second part.

WITNESSETH:

WHEREAS, the DECLARANT intends to convey lots from the property hereinafter referred to, by deeds referring to restrictive covenants contained in this declaration and agreement and to subject the lands hereinafter described to such restrictive covenants for the benefit of each of the present or future owners of the aforesaid lands;

NOW, THEREFORE, the DECLARANT agrees that all lots comprising the lands hereinafter referred to shall be sold subject to the restrictive covenants hereinafter set out, and all grantees of the said lots, for themselves, their heirs, successors, and assigns by the purchase of said lots agree to be bound by the covenants herein contained.

The purchaser or owner of any of the lands hereinafter described, for himself, herself, or itself, and for his, her, or its successors in interest, agrees to the following restrictive covenants:

ARTICLE I  
PROPERTY DESCRIPTION

The lands to which these covenants shall apply are described as follows:  
*Being that tract of land located in Allensville Township, Person County, North Carolina, containing 71.75 acres according to that certain plat and survey thereof as shown on that plat entitled "Property of H. B. Duncan" dated June 4, 1985, prepared by Neal C. Hamlett, Registered Land Surveyor and recorded in Plat Cabinet 2, Page 52, Person County Registry, said plat being incorporated herein for a more accurate metes and bounds description.*

ARTICLE II  
PURPOSE

The intent and purpose of these restrictions and covenants is to assure the best and most appropriate development and improvement of the lots above described, to protect owners of the lots from improper use of adjoining lots or lots in close proximity and to protect the use, enjoyment and value of each lot: and to encourage the most appropriate and beneficial development of the property to an extent sufficient to enhance the value of the property and the improvements made by owners of lots located within the development.

ARTICLE III  
LAND USES

The premises may be used only for single family residences with the usual outbuildings except as hereinafter specified. No buildings shall be erected, altered, placed or permitted to remain on any lot other than a detached, permanent, single family dwelling not to exceed two and one-half stories in height excluding basement and a private garage. All homes must be placed on permanent masonry foundations and be faced with brick, rock or acceptable foundation. There may be constructed on said lots detached structures for general storage purposes and for such purposes of storing yard maintenance equipment, boats, motor homes, recreational equipment and accessories. All outbuildings shall be of such architecture as to be consistent with the home constructed on the premises.

No single-wide mobile home shall be placed upon said property. All double-wide mobile homes, all

modular homes and any type of manufactured homes shall be manufactured within four (4) years of it being placed on the lot and must have a 6/12 roof pitch. No addition attached to a double wide mobile home, a manufactured home or a modular home shall extend to a height above the original structure. All additions or attachments to a double-wide home, modular home or any type of manufactured home, other than porches or decks, must be located behind the home opposite the subdivision's streets or state road.

ARTICLE IV  
ANNUAL MEETING

There is hereby created the Property Owners' Association. The owners of each lot described in Article I shall be deemed a member of the Property Owners' Association and shall be entitled to one vote per lot owned as set forth more particularly in ARTICLE XV, at the annual meeting of such Association to be held at 7:30 P.M. on the 3rd Monday evening of May each year beginning in 2005 or at such other time as a majority of the property owners shall determine appropriate. At the annual meeting, there shall be elected a Board of Directors for one year consisting of not less than two or more than seven members. At the annual meeting there shall be elected a Development Committee as set out herein. The Property Owners' Association shall consist of the DECLARANT until the first annual meeting.

ARTICLE V.  
DEVELOPMENT COMMITTEE

There shall be a development committee consisting of the DECLARANT until such time as two-thirds of the lots in the development have been sold. Once two-thirds of the lots in the development have been sold, there shall be a Development Committee consisting of three (3) or more persons elected annually by the Property Owners' Association. The development committee shall elect one of its members to serve as Chairman of the Development Committee and shall preside over meetings of the committee and of the lot owners. The Development Committee shall have the duties and responsibilities hereinafter specified. Members of the Development Committee shall not be entitled to compensation for services performed pursuant to this Article or for any other purpose.

No building shall be erected, placed or altered upon any lot in said development until the building plans, specifications and the location of the building on the lot has been approved in writing by the Development Committee. The Development Committee shall consider conformity and harmony of external design with the existing structures in the development and shall consider the location of the structures with respect to topography, boundary lines, and finished ground elevation. If the Development Committee fails to approve or disapprove of a design or location submitted to it within thirty days after receipt of the plans and specifications, such plans shall be deemed approved and this covenant shall be deemed to have been complied with. Approval of plans and specifications by the Development Committee shall not be unreasonably withheld.

ARTICLE VI  
BUILDING LOCATIONS

All buildings shall comply with the Person County zoning code concerning set back lines but shall have as a minimum front yard set back of 50 feet, a minimum side yard set back of 20 feet on each side of the building, and a minimum rear yard set back of 20 feet from the rear property line.

ARTICLE VII  
BUILDING SIZE AND QUALITY

No residential structure which has a heated living area of less than 1,400 square feet, exclusive of porches, breezeways, steps, garages, and basements shall be placed or permitted to remain on any of said lots. All dwellings erected shall be of good standard quality workmanship and exterior materials shall be new at time of installation. No buildings shall have an exterior of tin or concrete block. All homes shall have a roof covering either of wood, fiberglass, or asphalt shingles.

ARTICLE VIII  
RESERVED EASEMENT

An easement extending for a distance of 10 feet (ALONG THE REAR PROPERTY LINE OR EITHER SIDE OF THE CENTERLINE OF THE PRIVATE ROADWAYS ) serving lots hereby shown on the subdivision plat is specifically reserved by the DECLARANT for public utilities to serve the various lots in the development and for drainage purposes and the DECLARANT reserves unto themselves and all successors, heirs, and assigns, the right to go upon said easements for the purpose of maintaining and installing utility services and providing drainage. The DECLARANT assumes no responsibility for extending utility services to any lot hereby restricted.

ARTICLE IX  
FURTHER SUBDIVISION OF INDIVIDUAL LOTS

The DECLARANT shall have the right to further subdivide a lot, but no lot shall be subdivided without

the written permission of the DECLARANT or his assigns or heirs.

ARTICLE X

TIMELY COMPLETION OF CONSTRUCTION

When construction of any structure has once begun, work thereon must proceed diligently and construction must be completed within eighteen months of the commencement.

ARTICLE XI

PROHIBITED DWELLINGS AND STRUCTURES

No trailer, tent or outbuilding may be erected or placed upon any of the lots restricted hereby on a permanent basis, except for detached garages and storage houses and buildings.

ARTICLE XII

PETS AND ANIMALS

No farm animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, up to a maximum of two, cats, or other household pets may be kept, provided: (1) they are not kept, bred or maintained for any commercial purposes; (2) When dogs are outside of the homes, they shall be restrained within the confines of the lot owner's individual lot or if they are off the owner's lot, they shall be restrained by leash; (3) No pet shall be maintained in the development which shows any signs of being ferocious; (4) no dog shall be allowed to become a nuisance by repeated barking between sunset and sunrise; and (5) no pet shall be allowed to become a nuisance by repeatedly disturbing the other owners.

ARTICLE XIII

PARKING

Adequate off street parking shall be provided by the owner of each lot for the parking of his or her motor vehicles and motor vehicles owned by guest of such property owner. Camper trailers and recreational vehicles and motor homes may be stored upon the premises provided adequate off street parking is made available by the owner of the lot upon which such vehicles are stored. No commercial vehicles over 15 feet long shall be allowed on any lot. No inoperable or unlicensed vehicles shall be allowed on any lot for more than fifteen days unless said vehicle is stored inside a building or shed. No major auto repairs or maintenance shall be conducted in the subdivision unless it is done inside of a building.

ARTICLE XIV

GARBAGE AND REFUSE DISPOSAL

It shall be the sole and separate responsibility of each owner of each lot in the subdivision to provide adequate garbage and refuse disposal outside of the subdivision. No garbage, trash or refuse shall be deposited upon any lots or properties located within the subdivision or upon any of the premises covered by these restrictive covenants or upon the properties of adjoining landowners.

ARTICLE XV

PROVISIONS FOR CHANGE IN COVENANTS

These restrictions and protective covenants may be changed, amended, modified or canceled as follows: by DECLARANT, any lot owner, or the Property Owners' Association, acting through its Board of Directors, may give written notice of the proposed change in these covenants by regular mail sent to the last known address of the owner at the address listed for said lot owner at the Person County Tax Office, at least ten days prior to the time and place of the property owners meeting, at which the proposed change shall be considered. If two thirds (66.6%) or more of the lot owners shall vote in favor of the change, modification, amendment, or cancellation, the same shall thereupon be considered as approved. For purposes of this provision, the DECLARANT shall be entitled to a vote for each lot owned. Multiple owners of a lot shall only be entitled to one vote per lot. Lot owners may vote by proxies.

ARTICLE XVI

ROAD MAINTENANCE AGREEMENT

The private road shown and depicted on the plat of this subdivision shall be a private street, but shall be dedicated for the use of the owners of all of the lots covered under this agreement. The Property Owners' Association shall establishing rules and regulations governing the speed limits, and shall be responsible for the maintenance of and the upkeep of all subdivision streets. The owners of each lot described in Article I shall be deemed a member of the Property Owners' Association and shall be entitled to one vote per lot owned as set forth more particularly in ARTICLE XV, at the annual meeting of such Association. At the annual meeting, there shall be elected a Board of Directors for one year consisting of not less than two or more than seven members, and the members so elected shall be responsible for contracting and providing for the street regulations and maintenance of the private streets. The costs of any repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all the lots enumerated in Article I. In the event a lot owner fails or refuses to pay his proportionate part of the street maintenance assessment within ninety (90) days of the notice of assessment by the Property Owners' Association, the Property Owners' Association may enforce such payment through civil action to be instituted for such purposes in the courts of Person County, N.C. The yearly assessment as assessed by the Property Owners' Association, shall constitute

a lien upon the lot. In the event legal action is required to collect the assessment, the reasonable legal fees incurred by the Property Owners' Association shall be paid by the defaulting lot owner if the Property Owners' Association prevails. The maintenance fee shall not exceed \$200.00 per year unless approved by two-thirds (66.6%) of the lot owners entitled to vote.

The DECLARANT and their assigns reserve the right to grant a general road easement to the North Carolina Department of Transportation or other governmental authority if they ever desire to include the private streets in the public road system of the state of North Carolina.

ARTICLE XVIII

BINDING EFFECT AND DURATION OF RESTRICTIONS

These restrictions and covenants shall run with the land and each lot owner, by accepting ownership of a portion of said premises as described in Article I, accepts the same subject to the restrictions, covenants and reservations herein contained and agrees for himself, his heirs, administrators, and assigns to be bound by each of such restrictions and so covenants jointly and separately and severally. These restrictions and covenants shall be binding upon all persons claiming under them for a period of twenty years for the date of recording of these restrictions and these covenants shall be automatically extended for successive periods of ten years unless by vote of two thirds of the then owners of the lots covered by these restrictions and covenants agree to terminate these restrictions and covenants.

ARTICLE XIX

ENFORCEMENT

If the parties hereto, or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any other lot owner or the Property Owners' Association to file a proceeding at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant, either to prevent it, him, her, a corporation, or other legal entity from doing so, or to recover damages or other dues for such violation. In the event legal action is instituted under this provision the reasonable legal fees incurred by the successful party shall be taxed as a cost to the losing party.

Failure of the DECLARANT, his successors, and/or assigns or any property owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XX

SEVERABILITY

Each and every one of the covenants and restrictions contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall remain in full force and effect.

IN TESTIMONY WHEREOF, the party of the first part has hereunto set his hand and seal, the day and year first above written.

DUNCAN FAMILY LIMITED PARTNERSHIP

By: Kim G. Duncan, Attorney in Fact for Sally I. D. Duncan, General Partner (SEAL)  
Kim G. Duncan, Attorney in Fact for Sally I. D. Duncan, General Partner

**NORTH CAROLINA  
PERSON COUNTY**

I, Teresa D Carver, a Notary Public of the County and State aforesaid, certify that Kim G. Duncan, Attorney in Fact for Sally I. D. Duncan, General Partner of the Duncan Family Limited Partnership, personally appeared before me this day, and being by me duly sworn, says that Kim G. Duncan executed the foregoing and annexed instrument for and in behalf of Sally I. D. Duncan as General Partner, and that the authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Person County Registry in Book 311, Page 380 and this instrument was executed under and by virtue of the authority given by said instrument granting the power of attorney; that the said Kim G. Duncan, Attorney in Fact for Sally I. D. Duncan, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Sally I. D. Duncan as General Partner of the Duncan Family Limited Partnership.

Witness my hand and official seal, this 4th day of March, 2005.

My Commission Expires: 10-18-2006

Teresa D Carver  
NOTARY PUBLIC



NORTH CAROLINA  
PERSON COUNTY

The foregoing certificate(s) of Teresa D. Carver (Person Co., N. C.)  
a Notary(ies) Public of the governmental unit designated is certified to be correct. This instrument was  
presented for registration and recorded in this office at Book 529 , Page 552  
This 31st day of March , 2005 at 12:48:18 o'clock p. m.

Amanda W. Garrett by Debra B. Carver, Clerk  
AMANDA W. GARRETT, REGISTER OF DEEDS IN PERSON COUNTY