

Drafted by and return to: G Kevin Stewman (TriCity Lawyers, 1910 Sedwick Rd, Ste 100B, Durham, NC)

NORTH CAROLINA

ORANGE COUNTY

**DECLARATIONS AND
RESTRICTIVE COVENANTS FOR**

_____ subdivision is a residential subdivision in Orange County, North Carolina, comprised of that property as set out in Exhibit "A", attached hereto and incorporated as if set out fully hereat. A plat showing the property as currently configured is on file at the Orange County Register of Deeds at Plat Book 125, page 124, Orange County Registry.

The undersigned Owners desire to make the properties in the _____ subdivision subject to protective and restrictive covenants such that no use of any individual landowner will negatively impact the full rights of use, enjoyment, property value preservation or other rights to the other owners' rights of quiet enjoyment.

Further, the Owners have, or will, file Articles of Organization incorporating a Homeowner's Association to govern the rights and obligations that are contemplated hereunder and the Owners will file any other necessary documents to create, effect, carry out and administer these Declarations and Covenants.

THEREFORE, the undersigned Owners do hereby adopt the following restrictions and covenants, all such covenants and restrictions to apply equally to all lots, as currently configured or as may hereafter be reconfigured or recombined from the property set out in Exhibit "A" and to bind all firms or persons who may hereafter purchase or otherwise take title to said lots and that these covenants shall be deemed to run with the lands affecting thereby into perpetuity.

I. Covenants

1. The subject lots in _____ shall be single-family residential lots and shall be used for residential purposes only, No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not exceeding 2 and 1/2 stories in height, a private garage and other outbuildings incidental to residential use. No manufactured dwelling or mobile homes may be placed or maintained on any lot for **any period of time whatsoever. a period of time longer than 1 year.**
2. No shops, stores, factories, places of business resort, or business houses of any kind, shall be erected or allowed to remain in such use, and no hospital, asylum, or institution of like nature shall be erected or allowed to remain in such use on the property.
3. Each dwelling shall have a minimum heated floor space of 1500 square feet. In determining the square footage of any dwelling, all carports, garages, storage buildings, basements and unenclosed porches shall be excluded in determining the square footage of a dwelling.
4. No lot may be divided or subdivided into smaller lots. If allowed by the applicable municipality or county authority, an Accessory Dwelling Unit (ADU) may be constructed but must be constructed and maintained strictly within the construction and maintenance guidelines as are established for same.
5. No cesspools and no privies shall be constructed or kept on any lot.
6. No noxious or offensive trade or activity shall be carried **on out** upon any lot ~~nor shall anything be done that shall be or become an annoyance or nuisance to those owners bound by these restrictive covenants.~~
7. No trailer, basement, tent, shack, garage or other outbuilding erected on a lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. ~~No house trailers, travel trailers, or trailers of any description, except for small utility trailers and canvas topped campers, will be permitted on this property unless placed in an enclosed storage area or an area screened from roads and adjacent property owners, so as not to be visible from a street or an adjacent property.~~
8. No automobiles or trucks without valid up-to-date license plates shall be permitted on the subject lots, unless kept in an enclosed storage area to the rear of a dwelling. It is the intent of this covenant to prevent unused or abandoned vehicles in _____ Subdivision. No on-street parking shall be permitted in the subdivision **to include shared driveways.**
9. ~~All fences on the property shall be of metal, brick, stone, concrete or wood materials, provided, however, that no fence within the front set back area of any lot shall be constructed of wire or other metal.~~
10. No signs or billboards of any description shall be displayed on a lot, with the exception of house number signs or signs showing that a property is for rent or for sale, which rent or sale signs shall not exceed 9 square feet in size, and the further exception of election related political signs consistent with the Durham City/Orange County Code.
11. No ~~cement, masonite,~~ concrete block or similar block shall be used in any exposed exterior wall in any structure, ~~with only stucco, brick, brick veneer, brick and frame, or frame houses being permitted.~~
12. ~~In the event that any governmental agency, such as the City/Town of _____, the County of Orange, the State of North Carolina, or the United States of America, or any subdivision~~

~~thereof, obtains title to any lot or lots herein referred to, either by way of conveyance or by way of eminent domain, then and in such event, these covenants shall not apply to the land so taken and shall not be binding upon the governmental agency condemning the property or taking the same by conveyance,~~

13. Lot owners are advised that zoning ordinances may be applicable as well as these restrictive covenants, and sometimes have differing provisions. Unless the appropriate municipality having authority requires a larger set back, no permanent structures (including outbuildings, whether on permanent foundations or movable piers) shall be located/constructed within thirty (30) feet of the Eastern shared lot lines.
14. Except as described below, ~~no animals, swine, livestock, or poultry of any kind shall be raised, bred or kept, except that dogs, cats, and other household pets~~domesticated animals may be kept in reasonable number provided they are not kept, bred or maintained for any commercial purpose.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 31st of December, 2053, at which time they will automatically renew for 10-year periods thereafter unless the owners of ~~a majority~~both of the lots subject to these restrictive covenants modify or terminate them.
16. The use of any lot for exploration, drilling or production of oil, natural gas or other hydrocarbons is prohibited. More specifically, use of any lot to recover oil, natural gas or other hydrocarbons by water and chemical injection methods such as hydraulic fracturing of shale or other rock, commonly known as "fracking," is prohibited.
17. No radio towers or cell phone towers shall be permitted and no leases with companies utilizing same shall be permitted for any property subjected to these covenants.
18. In addition to all other remedies available to the Association herein, if a lot owner bound by these restrictive covenants or a successor owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for ~~any~~the other lot owner subject to these restrictive covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to seek a restraining order or injunctive relief and seek to recover damages for such violation.
19. Invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
20. Amendments to these restrictive covenants may be made with the written consent of ~~seventy-~~percentboth of the owners of lots subject to these restrictive covenants. Any amendment to be effective must be recorded in the offices of the Register of Deeds.

IN TESTIMONY THEREOF, the Owners execute these covenants and restrictions the _____ day of _____, 2023.

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NOTARY ACKNOWLEDGMENT HERE

EXHIBIT "

BEING ALL OF LOT 3 AS SHOWN ON THAT PLAT ENTITLED "EXPEDITED SUBDIVISION FOR FORREST FRANKLIN", BY R.S. JONES & ASSOCIATES, DATED MAY 20, 2020 AND RECORDED ON OCTOBER 14, 2022 IN PLAT BOOK 125, PAGE 124, ORANGE COUNTY REGISTRY AND CONSISTING OF 10.36 ACRES, MORE OR LESS.

ALSO CONVEYED IS THE RIGHT OF INGRESS, EGRESS AND REGRESS OVER THAT PRIVATE ROADWAY ("FRANKLIN ROAD") ABUTTING THE PROPERTY AS SHOWN ON SUCH PLAT AND IN ADDITION TO THOSE RIGHTS OF ACCESS GRANTED BY EASEMENT RECORDED IN BOOK 733, PAGE 164, ORANGE COUNTY REGISTRY. ALL ACCESS RIGHTS RUN WITH THE LAND AND TO ANY FUTURE GRANTEEES OF THE DEMISED PROPERTY OR ANY PORTION THEREOF. ALL ACCESS RIGHTS ARE PERPETUAL IN NATURE.

PROPERTY CURRENTLY HAS AN ADDRESS OF 2853 FRANKLIN ROAD, HILLSBOROUGH, NC 27278