

BOOK 1496 PAGE 195

**RESTRICTIVE AND PROTECTIVE COVENANTS****AARON'S PLACE, SECTION TWO****FORK TOWNSHIP, WAYNE COUNTY, NC****KNOW ALL MEN BY THESE PRESENTS:**

DAVID A. JOHNSON and wife, MAXINE C. JOHNSON, THOMAS H. JOHNSON, LILLIAN J. MEDINA and husband, GEORGE MEDINA, and RITA J. SHERIDAN and husband, JOSEPH ALAN SHERIDAN, being the owners and their spouses, of all of the property as shown on a map entitled "Aaron's Place, Section Two", which is recorded in the Wayne County Registry in Plat Cabinet K, Slide 48-B, has established a general plan for the improvement and development of said subdivision and do hereby establish the covenants, conditions, reservations and restrictions upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed by them as owners thereof. These covenants, conditions, reservations, restrictions and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their heirs, prospective heirs, personal representatives, successors and assigns until the 1st day of January, 2023, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the land constituting this subdivision shall sign and record an agreement to change said covenants in whole or in part.

The covenants, conditions, reservations and restrictions are as follows:

1. **RESIDENTIAL USE:** Such lots, and each and every one thereof, are for single-family residential purposes only and only one residence shall be allowed per lot. No building or structure intended for or adapted to business purposes and no apartment house, double house, condominium and/or condominiums, lodging house, rooming house, hospital, church, sanitorium or doctor's office, or other multi-family dwelling shall be erected, placed, permitted or maintained on said premises, or any part thereof. No improvement or structure whatever, other than one private dwelling house, patio walls, swimming pool, and customary outbuildings or garage may be erected, placed, or maintained on any lot in said subdivision. Carports are prohibited.

It is further provided that no mobile home (including a so-called "double wide"), trailer, pre-built home, concrete block structure, basement (unless the basement is a part of the house erected at the same time), tent or shack shall be erected or placed on any lots covered by these covenants. House trailers (mobile homes) are specifically prohibited, including the storage of such trailers. A mobile home, double wide, pre-built home, or house trailer shall not be allowed or permitted to remain on any lot in this section even if the wheels are removed and/or if it is set upon a permanent foundation.

BOOK 1496 PAGE 196

2. **SIZE:** The minimum space requirements for residence to be constructed on each lot shall be as follows:

One-Story: One Thousand Five Hundred (1,500) Square Feet (heated space); and

Two-Story: One Thousand One Hundred (1,100) Square Feet on ground floor (heated space).

3. **SETBACK LINES:** All structures, including garages and outbuildings, shall be set back from the front property line a minimum of sixty (60) feet, from each side lot line, a minimum of ten (10) feet, and from each rear lot line, a minimum of ten (10) feet.

4. **DIVISION OF LOTS AND LOT SIZE:** No lot or lots shall be divided into a parcel or parcels unless it be for the sole purpose of enlarging the properties of adjoining property owners where a vacant lot lies between them.

5. **STORAGE TANKS:** Any tanks for use in connection with any residence constructed on any lot in this subdivision, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or streets. All clothesline, garbage cans, equipment, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets.

6. **FENCES AND PUMP HOUSES FOR WELLS:** No chain link fences or above-ground pump houses for wells may be constructed within the area of the front yard setback line on any lot.

7. **LIVESTOCK:** No livestock, fowl, or animal of any kind, except cats, dogs and other household pets, in reasonable numbers, shall be kept or harbored upon any lot. No animals may be raised for commercial purposes except that the owners reserve the right to allow horses in the future on Lots 1 and 2.

8. **NUISANCES:** No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Owners of vacant lots shall be required to keep undesirable undergrowth from accumulating on their lot to such a degree that it would be objectionable to the adjoining neighbors or the neighborhood in general.

9. **AUTOMOBILES:** No major motor vehicle repairs shall be performed on any lot nor shall abandoned vehicles or junk automobiles be stored thereon.

10. **SIGNS:** No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign shall be permitted. No other sign of any kind or design shall be allowed except a "For Sale" sign which shall not be larger than eight square feet. Nothing herein shall prevent the owners and/or developers of this subdivision from erecting and maintaining signs as approved by the architectural committee promoting or advertising this subdivision, and the owners/developers may remove the subdivision signs at their pleasure.

11. **OUTBUILDINGS:** No outbuildings shall be erected or placed on any lot covered by these covenants, except outbuildings which enhance the beauty of the overall permanent landscaping and blend with the permanent home structure. No metal or prefabricated outbuildings shall be permitted.

12. **STORAGE:** Any boats, trailers, and/or mobile campers, shall be stored behind the building setback and concealed from the view of any street. Under no situation are boats and mobile campers to be stored nearer than 10 feet to any side or rear lot line.

13. **FIREARMS:** No firearms of any make, or weapons of any size or caliber, including pistols, rifles, air rifles or shotguns, shall be fired upon the property for any purpose.

14. **SUBDIVISION INGRESS:** No lot, or lots, or parts thereof shall be used as a right-of-way to ingress or egress over, across or into Aaron's Place, Section Two, from adjoining property without the written permission of a majority of the lot owners in the subdivision. Nothing herein, however, shall limit the owners/developers from installing new streets upon adjoining land owned by them.

15. **EASEMENT OF UTILITIES:** The owners of the subdivision reserve an easement for, and the right at any time in the future to grant a right of way for the installation and maintenance of public utilities across that portion of any property which is within the minimum set back lines.

16. **RIGHTS OF OWNERS:** The owners of the real property consisting of this subdivision reserve the right to subject such real property to a contract with Carolina Power and Light Company for the installation of underground electric facilities for service to the residents. This contract may require initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the purchaser of any lot or lots of his tenant.

The subdivision property may also be subjected to a contract with Carolina Power and Light Company for the installation of a street lighting system which requires each lot owner to pay a portion of the monthly charges for the installation and maintenance of such a system, and each owner shall be bound to contribute his proportionate share of the cost of this system whether or not he individually desires street lighting and regardless of where said street lights are placed.

BOOK 1496 PAGE 198

17. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. Incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. **USE BY OWNERS:** The owners and developers of this subdivision retain the right to farm the unused lots in this subdivision, but agree not to raise livestock thereon.

19. **TERM AND ENFORCEMENT:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2023, and thereafter as provided herein. If the parties hereto or their heirs or assigns or any other person, firm or corporation who or which may hereafter acquire any lot or lots in the subdivision violate or attempts to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent it, her, him or them from so doing or to recover damages for such violation. The developers shall have the right, but not the legal obligation to pursue legal action to enforce these covenants.

20. **ARCHITECTURAL DESIGN:** In order to maintain architectural beauty in the subdivision and to guard against the erection therein of poorly or unsuitably designed or proportioned structures, no building shall be erected or allowed to remain on said property, nor shall any alteration of any building on said property be made, until the plans have been approved by the architectural committee hereinafter provided for in the following manner:

a. The proposed builder shall submit the plot plan showing the location of the building on the lot and the preliminary plans and specifications showing the type and exterior lines of the building to the architectural committee and obtain its approval thereof.

b. Before obtaining a building permit, the proposed builder shall submit the working drawings to the architectural committee and it shall approve the same if it determines that the same are in accordance with the preliminary plans and specifications.

c. All roofs on single story houses must have a roof pitch of at least seven feet (7') in vertical height for each twelve feet (12') of horizontal distance covered.

The architectural committee shall be composed of three or more persons to be appointed by David A. Johnson, Thomas H. Johnson, Lillian J. Medina, and Rita J. Sheridan, or their successors in title to the unsold lots of the subdivision. In the event the majority of the architectural committee fails to approve or disapprove any preliminary or final plans within thirty (30) days after the same have been submitted to it, or if no suit to enjoin the erections of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. All compensation for the services of the architectural committee shall be paid by the owners

of the unsold lots of the subdivision or their successors in title in proportion of their respective ownership of the remaining lots in the subdivision.

21. **SEVERABILITY:** Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations, and restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

22. **EXISTING BUILDINGS:** These restrictions shall not be used to force the owners of this subdivision to remove any existing buildings.

IN TESTIMONY WHEREOF, DAVID A. JOHNSON and wife, MAXINE C. JOHNSON, THOMAS H. JOHNSON, LILLIAN J. MEDINA and husband, GEORGE MEDINA, and RITA J. SHERIDAN and husband, JOSEPH SHERIDAN, the owners and their spouses, cause this instrument to be signed in their names.

Thomas H. Johnson (SEAL)  
THOMAS H. JOHNSON

David A. Johnson (SEAL)  
DAVID A. JOHNSON

Maxine C. Johnson (SEAL)  
MAXINE C. JOHNSON

By: David A. Johnson (SEAL)  
DAVID A. JOHNSON  
ATTORNEY IN FACT

By: Thomas H. Johnson (SEAL)  
THOMAS H. JOHNSON  
ATTORNEY IN FACT

Lillian J. Medina (SEAL)  
LILLIAN J. MEDINA

By: David A. Johnson (SEAL)  
DAVID A. JOHNSON  
ATTORNEY IN FACT

BOOK 1496 PAGE 200

By: Thomas H. Johnson (SEAL)

THOMAS H. JOHNSON  
ATTORNEY IN FACT

George Medina (SEAL)  
GEORGE MEDINA

By: David A. Johnson (SEAL)

DAVID A. JOHNSON  
ATTORNEY IN FACT

By: Thomas H. Johnson (SEAL)

THOMAS H. JOHNSON  
ATTORNEY IN FACT

Rita J. Sheridan (SEAL)  
RITA J. SHERIDAN

By: David A. Johnson (SEAL)

DAVID A. JOHNSON  
ATTORNEY IN FACT

By: Thomas H. Johnson (SEAL)

THOMAS H. JOHNSON  
ATTORNEY IN FACT

Joseph A. Sheridan (SEAL)  
JOSEPH A. SHERIDAN

By: David A. Johnson (SEAL)

DAVID A. JOHNSON  
ATTORNEY IN FACT

By: Thomas H. Johnson (SEAL)

THOMAS H. JOHNSON  
ATTORNEY IN FACT

NORTH CAROLINA

WAYNE COUNTY

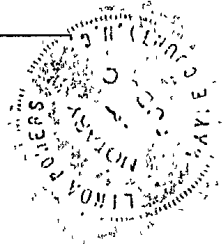
I, Linda P. [Signature], a Notary Public in and for said State and County, do hereby certify that THOMAS H. JOHNSON did personally appear before me this day

BOOK 1496 PAGE 201

and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 3rd day of October, 1998

Raida Power  
NOTARY PUBLIC



My Commission Expires:

3-8-2000

NORTH CAROLINA

WAYNE COUNTY

I, Raida Power, a Notary Public in and for said State and County, do hereby certify that DAVID A. JOHNSON did personally appear before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 3rd day of October, 1998

Raida Power  
NOTARY PUBLIC



My Commission Expires:

3-8-2000

NORTH CAROLINA

WAYNE COUNTY

I, Raida Power, a Notary Public in and for said State and County, do hereby certify that THOMAS H. JOHNSON and DAVID A. JOHNSON, Attorney-in-Fact for MAXINE C. JOHNSON, LILLIAN J. MEDINA and husband, GEORGE MEDINA, RITA J. SHERIDAN and husband, JOSEPH A. SHERIDAN, personally appeared before me this day and being by me duly sworn say that they executed the foregoing and annexed instrument for and in behalf of the said MAXINE C. JOHNSON, LILLIAN J. MEDINA and husband, GEORGE MEDINA, RITA J. SHERIDAN and husband, JOSEPH A. SHERIDAN, and that their authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County

BOOK 1496 PAGE 202

of Wayne, State of North Carolina, on December 16, 1994, in Book 1457, at Page 70, and that this instrument was executed under and by virtue of the authority given by said instrument granting them power of attorney.

I do further certify that the same THOMAS H. JOHNSON and DAVID A. JOHNSON, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of MAXINE C. JOHNSON, LILLIAN J. MEDINA and husband, GEORGE MEDINA, RITA J. SHERIDAN and husband, JOSEPH A. SHERIDAN,

Witness my hand and official seal, this the 3rd day of October, 1995.

*Linda Powers*  
NOTARY PUBLIC



My Commission Expires:

3-8-2000

NORTH CAROLINA, Wayne County  
The foregoing certificate s of Linda Powers  
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\_\_\_\_\_  
Notary(~~s~~) Public is/are certified to be correct  
Filed for registration at 8:20 o'clock A M this 4th day  
of October, 19 95  
By *Deborah C Lane*  
Deborah C Lane, Register of Deeds  
Deputy ~~Notary~~ Register of Deeds