

10237

NORTH CAROLINA  
JOHNSTON COUNTY

*m/ David M. Flowers  
4181 NC 42 East  
Clayton NC 27520*

PROTECTIVE COVENANTS NORTH FORT (PHASE I)

THIS DECLARATION, made and entered into this the 15 day of April, 1998 by David Milton Flowers and wife, Helen Jean Flowers, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land more particularly described as Lots 1 through ~~X~~<sup>6 DMF</sup> of North Fort Phase I, as the same are shown on map and survey recorded in Plat Book 52, Page 51, Johnston County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future in said North Fort, Phase I, for Declarant to subject said lot as referenced hereinabove to the following Protected Covenants;

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and shall insure to the benefit of each holder thereof.

ARTICLE I

LAND USE AND BULIDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a utility purpose for the benefit of this subdivision or access by the Declarant or its successors in interest, except that if any lot is purchased from the developer by an individual lot owner or builder, then said lot must be used for residential purposes only. No building shall be erected then said lot must be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories in height and a private garage for not more that three (3) cars, and (with the approval of the Architectural Committee) an accessory building or structure for storage or other appropriate use, not in excess of two hundred fifty (250) square feet in area.

**ARTICLE II**

**SITE AND PLAN APPROVAL.** No building, fence, swimming pool or any other structure shall be erected, placed or altered on any premises in said development until the building plans, builder, specifications and plot showing the location of such improvements have been approved in writing as to the conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevations by an architectural committee which is Declarant. At the present time, the Committee shall be composed of the Declarant only, although Declarant shall have the authority to appoint others to the committee in the future as they deem necessary.

**ARTICLE III**

**DWELLING SIZE AND DRIVEWAYS.** No residential structure which has an area of less than one thousand Four hundred (1400) finished, heated square feet, exclusive of porches, breezeways, step and garages, shall be erected or placed or permitted to remain on any lot. Driveway piping and temporary gravel driveways must be installed before any type of construction is commenced on any lot. Driveway must be paved with concrete within 60 days after completion of residential structure. All driveways must have state approved, reinforced concrete tile in the ditch.

**ARTICLE IV**

**BUILDING LOCATION.** No building shall be located on any lot nearer to the front, side or rear lines than is required by the Johnston County zoning authorities. No portion of any building shall be permitted to encroach upon another lot.

**ARTICLE V**

**EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front ten (10) feet of each lot, and ten (10) feet on each sideline, unless shown in excess of such distances on any recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage.

facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retire the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VI

NUISANCES. 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 signs or billboards shall be displayed, stored or regularly parked on the premises, except real estate signs not to exceed two square feet, and no commercial trucks or tractors may be parked upon the premises. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a doctor's office, professional office of any kind, fraternity house, rooming or boarding house, antique or gift shop, hair salon, body shop, shall be carried on up any lot. The use of all-terrain vehicles, including, but not limited to, three-wheelers, four-wheelers, golf carts, dirt bikes and go-carts, on the properties or in the community, is expressly prohibited hereby. The use of firearms, on the properties or in the community, is expressly prohibited hereby.

ARTICLE VII

TEMPORARY STRUCTURES. Except as hereinbefore set forth, no trailer, tent, shack, barn or other out building, except a private garage for not more than three (3) cars, or an out building not more than two hundred fifty (250) square feet in size, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation, either temporarily or permanently.

ARTICLE VIII

FENCES. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the community, including any lot, without the prior written consent of the Architectural Committee. The committee may issue

guidelines detailing acceptable fence styles or specifications, but in no event shall hog-wire or chicken-wire be approved nor shall any chain-link fencing be allowed in view from any street within the community.

#### ARTICLE IX

**ACCESSORY BUILDINGS.** No accessory building of any nature whatsoever (including, but not limited to, detached garages, and storage buildings over size specified in Article VII of these restrictive covenants shall be placed on any lot without the prior written approval of the Architectural Committee, with said committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. All accessory buildings must have a permanent foundation. Only one detached accessory building shall be permitted per lot. At no time will accessory buildings be allowed in front yards.

#### ARTICLE X

**APPEARANCE.** Each owner shall keep his building site free from tall grass, undergrowth, dead trees, trash and rubbish, and properly maintained so as to present a pleasing appearance within the subdivision. In the event an owner does not properly maintain his building site as above-provided, in the opinion of the Declarant and/or Architectural Committee, then Declarant (or its successors in interest), at its option, may have the site cleaned to its or the Architectural Committee's satisfaction, and the costs thus incurred shall be the responsibility of the lot owner. The costs of clean-up, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full. Location of satellite television receivers must be approved in writing by the Architectural Committee, but in no event shall any receiver be visible from any road within the subdivision, except with special consent from Declarant. Screening for satellite television receivers are subject to approval by the Architectural Committee. Communication towers are expressly prohibited. Stick-built homes, constructed on the premises, are expressly required; that is, no prefabricated or manufactured homes are permitted on any lot. All primary fuel storage tanks must be placed underground, or be placed behind the main dwelling, out of front view of house and out of view from any street. Home curtain foundation walls are expressly prohibited

unless approval for same is first obtained, in writing, from the Architectural Committee. Brick mailboxes are expressly prohibited. No inoperable motor vehicles, or those motor vehicles not registered with a Department of Motor Vehicles, may be parked on any lot if visible from any road within the subdivision. At the option of the Declarant and/or the Architectural Committee, silt fences may be required to be erected during the period of construction of any structure to be located on any lot, to prevent erosion or other damage to adjoining lots. Construction and maintenance of same shall be borne by the lot owner. In the event an owner does not construct such a fence after being requested to do so by the Declarant and/or Architectural Committee, then Declarant (or its successors in interest), at its option, may have the fence erected, and the costs thus incurred shall be the responsibility of the lot owner. The costs of construction of such fence or fences, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

ARTICLE XI

ANIMALS. No animals, swine or fowl of any kind, other than ordinary household pets, shall be kept or maintained on any part of said property. Dogs must be contained within their owners' lots, or on leashes. Incessant barking or other offensive activities by household pets shall be considered noxious and offensive activities and shall not be permitted.

ARTICLE XII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the subdivision. Owners of lots shall not be permitted to park all-terrain vehicles, boats, trailers, campers, commercial vehicles and all other similar property on the streets in the development, and such property shall not be permitted to be parked in the front yard, or in view from street, except with special consent from Declarant.

ARTICLE XIII

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power &

Light Company or its successors in interest for the installation of underground electric cables and the installation of street lighting, either or both which may require a continuous monthly charge to the owner of each lot.

ARTICLE XIV

AMENDMENT. While Declarant owns any lot within the subdivision, or for such shorter period as allowed by law, Declarant shall have the absolute right to amend these covenants, which amendment or amendments shall be binding upon all property owners within the subdivision. Thereafter, these covenants may be amended by an instrument signed by not less than seventy-five percent (75%) of lot owners.

ARTICLE XV

ANNEXATION. Declarant has the absolute right to annex additional residential property, including common areas which may subject the homeowners in the subdivision to assessments for maintenance of the common areas, while Declarant owns any lot within the existing subdivision, or for such shorter period as allowed by law. Thereafter, additional properties may be annexed, including common areas, with the consent of at least seventy-five percent (75%) of the lot owners.

ARTICLE XVI

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the Johnston County Register of Deeds Office, after which time said covenants shall be automatically extended of successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

ARTICLE XVII

ENFORCEMENT. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, and the aggrieved party may request restraint of the violation or damages resulting from said violation.

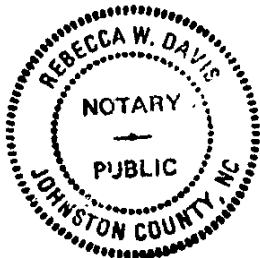
ARTICLE XVIII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants shall not be construed as a waiver of any future enforcement rights.

ARTICLE XIX

- 1) All houses will be brick, stone or approved masonry construction; (no cement block) veneer.
- 2) All mailboxes and posts will be uniform and selected by Declarant. Said mailboxes and posts will be purchased by builder.
- 3) All streetlights will be uniform and selected by Declarant.

IN TESTIMONY WHEREOF, the individual Declarant have hereunto set their hands and seals; as of the day and year first above-written.



David Milton Flowers (SEAL)  
 DAVID MILTON FLOWERS

Helen Jean Flowers (SEAL)  
 HELEN JEAN FLOWERS

NORTH CAROLINA  
JOHNSTON COUNTY

I, Notary Public, of the County and State aforesaid, certify that David Milton Flowers and Helen Jean Flowers personally came before me this day and acknowledged the foregoing instrument.

Witness my hand and official stamp or seal, this 15 day of April, 1998.

Rebecca W. Davis  
 Notary Public  
 My Commission Expires: 2-16-99

State of North Carolina-Johnston County  
 The foregoing certificate(s) of Rebecca W. Davis  
 Notary(Notaries) Public is(are) certified to be correct.  
 This instrument was presented for registration and recorded  
 in Book 1696 Page 783  
 This April 20, 1998 at 10:19 AM  
Phyllis N. Wall Sandra P. Sullivan  
 Register of Deeds -Deputy Register of Deeds  
ant