

MARTINDALE OF YOUNGSVILLE
 PHASE III
 PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that John and Cora Hill (owners) do hereby dedicate and establish the following covenants and restrictions to be hereafter applicable to all conveyances of land within Martindale of Youngsville Phase III located in the Youngsville Township, Franklin County, North Carolina and being shown on map recorded in Plat Record File # 3 Slide # 18-E of the Franklin County Registry. When deed or deeds for such land shall make specific reference to this dedication or declaration; said covenants and restrictions to run with said land by whomsoever owned, and which are expressly consented to by the grantee or grantees in said deed or deeds by the mere acceptance of said deed or deeds. Said covenants and restrictions are specifically listed as follows:

1. LAND USE. All tracts in Martindale of Youngsville Phase III shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any tract other than one approved detached single-family dwelling not to exceed two and one-half stories in height and approved garages and approved out-buildings. No tent, basement, garage, trailer, shack or barn shall be used on any tract as a residence, either temporarily or permanently. The owners of tracts may vary the lines of their tracts, but no tract may be subdivided in such manner that the number of tracts within the subdivision will be increased. No garage or outbuilding may be constructed before construction of the dwelling.

2. DWELLING SIZE. All dwellings having two or more stories shall contain a finished living area, exclusive of basements, porches and garages, of 1800 square feet or more. All one and one-half story dwellings shall have a finished living area, exclusive of basements, porches, and garages of 1600 square feet or more. All one story dwellings shall have a finished living area, exclusive of basements, porches and garages, of 1400 square

See Assignment in Book 957, Page 824-825

feet or more. Any other type of dwelling not mentioned above, must have 1400 square feet or more of finished living area exclusive of basements, porches and garages. If there is a disagreement about the classification of a particular dwelling, or which portions of a dwelling are considered to be finished living area, or the method of measuring and computing finished living area, the decision of John and Cora Hill (Owners) shall control.

3. PLAN APPROVAL FOR DWELLINGS, GARAGES AND OUTBUILDINGS.

In order to maintain architectural beauty and harmony of external design and appearance in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no dwelling or other structure shall be erected or allowed to remain on any tract until a complete set of plans for the dwelling or other structure has been submitted to and approved in writing by John and Cora Hill (Owners). A complete set of plans shall include not less than the following:

1. A general interior floor plan.
2. Elevation views of all four sides of the dwelling or other structure, showing all exterior lines, and showing in words and drawings all types of exterior material to be used.
3. A pencil sketch showing the approximate location of the house or other structure and a statement of the use to be made of the other structure.

In the event that the person to whom said plans are submitted fails to approve or disapprove such plans within thirty days after said plans have been submitted, or, in any event, if no suit to enjoin the erection of such building, or to cause the modification or removal of such building, has been commenced prior to three years after the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The exterior of the dwelling, (including the concrete driveway apron) or the exterior of other buildings must be finished on or before one year from the date the building permit is issued, or the date construction is begun, whichever is earlier. Owners, John and Cora Hill will require one

complete set of the approved plans which will not be returned.

The following specific requirements will be applicable to all structures or dwellings.

- (a) Exterior steps must be made of brick or stone, except steps to a deck at the rear of the structure or dwelling may be made of wood or other materials.
- (b) Fireplaces, chimneys, and flues in or outside the building must be made completely of masonry material and all exterior exposed portions of chimneys, fireplaces and flues must be made of brick or stone, unless a different material is approved by John and Cora Hill (owners).
- (c) No metal roofs will be permitted except copper roofs.
- (d) Common cinder block is specifically prohibited for any exterior use, including exterior foundation, unless covered with brick or stone.
- (e) Dwellings that are narrow at the front, or otherwise give an appearance of being narrow as compared with the width of the tract of land, will not be permitted.
- (f) Each dwelling must have a concrete driveway apron at least 4" thick and 15 to 18 feet, but no less than 15 feet wide at the point of interfacing to the street and reduce to a point 10 to 12 feet, but no less than 10 feet wide at a distance 15 feet from the street while meeting standards of strength and depth as generally accepted by the construction industry. These are minimum widths and can be up to 18 feet wide.
- (g) If there is a disagreement about approval of plans or building materials for any dwelling, garage or outbuilding, the decision of John and Cora Hill (owners) will control.
- (h) Outbuildings - The owner of any tract on which is located an approved dwelling may erect one or more outbuildings on such tract. Such outbuilding will be subject to the provisions of Paragraph 3. The exterior of the outbuilding must be finished on or before 90 days from the date the building permit is issued, or the date construction is begun, whichever is earlier. No metal outbuilding of any type will be allowed to remain on property. Outbuildings must be of same exterior material as

main dwelling or an approved exterior material by John and Cora Hill (owners).

4. DRIVEWAYS. All driveways extending into the road right-of-way must be installed to meet N. C. Department of Transportation specifications and requirements. All driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete and have a diameter of 15" or more. The driveway is to be graded so that water will drain away from the asphalt street to the pipe and ditch and not onto the street. John and Cora Hill (owners) will have the right to make whatever changes are necessary, at the property owner's expense to correct a driveway entrance into the road right-of-way that does not meet the N. C. Department of Transportation specifications and requirements.

5. STORAGE & PARKING. No trade materials or inventories may be stored upon any tract or street in the subdivision. Adequate off-street parking shall be provided by the owners of each tract for the parking of automobiles owned by such owner, and owners of tracts shall not be permitted to park their automobiles on the street in the subdivision. Owners of tracts shall not be permitted to park boats, trailers, school busses, campers, tractors, tractor trailers or any other similar vehicles on the streets in the subdivision, and such vehicles shall be parked in a garage or screened area.

6. SIGNS. No signs or billboards shall be erected or maintained on the premises unless approved in advance by John and Cora Hill (owners). On Timberlake Drive and Hunters Land, John and Cora Hill (Owners) reserves the right to place and maintain signs at the entrance with decorative plantings (with borders), split rail fence, or any other additions they deem necessary for proper subdivision entrance and subdivision identification sign. Approved real estate "for sale" signs will be permitted.

7. FENCES & WALLS. Wire, chain link, or mesh materials will not be considered appropriate fencing material. Any erected fence should be in keeping with the architecture of the house. Paint, stain and custom design are encouraged to achieve this affect. Approved wire or chain link fences will be permitted for dog enclosures.

Fences must be restricted to "back yard" placement and should not make contact with the house except at the rear of the house as viewed from the street. Fences cannot be more than 6 feet in height.

Fences enclosing the total lot or placed in front of the residence will not be permitted.

A plot plan depicting the location of fence must be submitted with a drawing or sketch depicting the style and a list detailing the materials to be used in the construction of said fence.

Fence maintenance should be carefully considered when selecting style and material to be used in erecting any fence. Fences in disarray or in need of maintenance (paint, stain, repair, etc. weeds growing along fence) will not be tolerated.

All retaining walls are to be aesthetically appealing and in keeping with the architecture of the dwelling. Material to be used must be approved by John and Cora Hill (Owners).

8. AERIALS AND ANTENNAS. No communication poles, satellite dish, aerials, "ham radio towers or other form of communication tower, pole or device will be permitted on any tract. A customary television antenna located on the roof of the house or pole at back of house shall be permitted.

9. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that dogs, or cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose, and that they do not become a nuisance to the neighborhood. (Barking dogs, odor, etc.) All dogs outside of house must be in an approved fence or on a leash at all times. No animals will be allowed to run loose in the subdivision.

10. APPEARANCE. Each owner shall keep his tract free of weeds, tall grass, undergrowth, dead trees, trash and rubbish and otherwise properly maintained, so as to present a pleasing appearance. In the event an owner does not properly maintain his tract as above provided in the opinion of John and Cora Hill (Owners) then (owners) may have the required work done and the cost thus incurred by (owners) shall be paid by the owner of said tract.

Lots not developed must be maintained and not allow grass and weeds to be taller than 15" high. John and Cora Hill (Owners) will contact lot owner if lot is not maintained and will be given 7 days to bring lot up to standards. If lot owner does not comply, John and Cora Hill (Owners) will maintain lot and bill lot owner a minimum of \$25.00 for cutting grass and a minimum of \$25.00 per hour for all over one hour.

Trees and stumps must be removed immediately from lot at time of clearing.

11. LANDSCAPING. All yards must be seeded and basic landscaping completed within 9 months from start of construction of dwelling.

12. MOTOR BIKES, THREE WHEELERS, GO-CARTS, AND SIMILAR VEHICLES. In order to maintain a good cover of grass and vegetation on the banks and shoulders of the roads and to prevent soil erosion, no motor bikes, licensed or unlicensed, may be operated on the banks or shoulders of the roads. In order to prevent noise pollution, no motor bikes or other noisy vehicles, licensed or unlicensed, may be operated on any of the streets or on private property in Martindale of Youngsville Phase III; except residents or their guests may use such vehicles to travel from their residence to State Road No. 1100.

13. DISPOSAL OF RUBBISH, TRASH OR WASTE OF ANY KIND. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers and those containers shall be kept clean and sanitary. No incinerators or open burning of any garbage or rubbish of any type shall be permitted.

14. CLOTHESLINES AND PLAYGROUND EQUIPMENT. All clotheslines and playground equipment, including, but not limited to, swings, swing sets, merry-go-rounds, play pens, sandboxes, toys, etc. shall be located in the rear yard of the home and not in the front yard and must be kept in neat order and good repair.

15. INOPERABLE OR UNLICENSED MOTOR VEHICLES. No inoperable or unlicensed motor vehicles shall be parked on any lot or dedicated

subdivision street without written permission from John and Cora Hill (Owners). The purpose of this restriction being to prohibit any junk cars being located in the subdivision.

16. NUISANCES. No noxious or offensive activity or condition shall be permitted upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. EASEMENTS. An easement is reserved over the rear ten (10) feet of each tract and over a strip five (5) feet in width along the side lines of each tract for the installation of utilities and drainage facilities. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, John and Cora Hill (owners) shall be authorized to release said 10 foot easement by a proper written instrument duly recorded in the Franklin County Registry. In the event any tract line is changed, the easements specified above shall apply to the tract as changed; provided that this provision will not apply to easement areas on which permanent drainage or utility facilities have been installed, unless the owners of such tracts relocate the drainage or utility at their own expense and such relocation does not interfere with the rights of the owners of other property within this subdivision in services rendered by the easements herein created. Such relocated easement shall be the same width as the original easement. No easement shown on the recorded plat as a drainage easement will be changed or cancelled by anyone without the written consent of the North Carolina Department of Transportation.

18. TEMPORARY SALES OFFICE. John and Cora Hill (Owners) reserves the right to place and maintain a temporary sales or construction office upon any tract owned by them until all tracts are sold.

19. PUBLIC STREET. No tract or portion thereof shall be dedicated or used for a private or public street without the written consent of John and Cora Hill (Owners).

20. VEGETABLE GARDENS. No vegetable garden shall be permitted to be located closer to the front tract line than the back corners of the dwelling on any tract. The garden shall not be located closer than 6 feet to the adjoining property line.

21. SWIMMING POOLS. No type above ground swimming pool shall be permitted. Below ground pool plans and location of pool on tract must be approved by John and Cora Hill (Owners). Pools must be enclosed by fence approved by John and Cora Hill (Owners).

22. MAIL BOXES. Mail box posts and mail boxes will be furnished by John and Cora Hill (Owners).

23. STREET LIGHTING. John and Cora Hill (Owners) reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power and Light Company by the owner of each building.

24. GRANT OF AUTHORITY. John and Cora Hill (Owners) reserves the right to grant all powers and authority that they may have in this subdivision to any person, firm or corporation that they so desire. Such grant of powers and authority may be made by written instrument duly executed by John and Cora Hill (Owners) and recorded in the Franklin County Registry.

25. ARCHITECTURAL GUIDELINES. Architectural guidelines prepared by an Architectural Control Committee will be used to approve or disapprove plans.

26. 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. Such action may be either to restrain violation or to recover damages.

27. INVALIDATION. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

28. AUTOMATIC EXTENSION. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, JOHN AND CORA HILL (OWNERS) has signed this instrument the day and year stated below:

MARTINDALE OF YOUNGSVILLE PHASE III
John R. Hill, Jr. 6-24-86
John R. Hill, Jr., Owner Date
Cora F. Hill
Cora F. Hill, Owner Date

North Carolina

Franklin County

I, Ruth B. Hill, a Notary Public for said County and State do hereby certify that John R. Hill, Jr. and Cora F. Hill personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 24th day of June, 1986.



Ruth B. Hill
Notary Public

My commission expires October 18, 1989.

North Carolina, Franklin County
The foregoing certificate of Ruth B. Hill, a Notary Public, is certified to be correct. This the 25th day of June, 1986.

Martha D. Shearin
Martha D. Shearin
Register of Deeds

NORTH CAROLINA - FRANKLIN COUNTY
Filed for registration the 25th
day of June, A.D. 1986
At 8:00 a.m. in Book 863
Page(s) 464-472
Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS