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Franklin County North Carolina
Brandi S. Brinson, Register of Deeds
BK 2328 PG 920 - 928 (9)

Prepared by and return to McFarlane Law Office, PA, P.O. Box 127, Louisburg NC 27549

NORTH CAROLINA
FRANKLIN COUNTY

**RESTRICTIVE COVENANTS AND ROAD
MAINTENANCE AGREEMENT**

NOW COMES Independent Material Haulers, Inc., Declarant, and hereby establishes the following Restrictive Covenants and Road Maintenance Agreement, as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract or parcel of land, containing 19 acres more or less, as shown on Exhibit A attached hereto, being the same property as was conveyed to Declarant by Deed recorded at Book 2225, page 1001, Franklin County Registry; and

WHEREAS, said property is being subdivided into residential lots for a subdivision with a proposed name of "Tharrington Acres", with a proposed road name of Leisure Lane as shown on the unrecorded plat attached hereto as Exhibit B; and

WHEREAS, Declarant now desires to subject said real property to the Protective Covenants and Road Maintenance Agreement hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A attached hereto, located in Franklin County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth.

SECTION I -- ARCHITECTURAL AND LANDSCAPING CONTROL

1. All dwellings shall have finished ground floor area, exclusive of basements, porches and garages of 1,200 square feet. Yards must be seeded and landscaped in front, back and on each side. All stumpage, debris and waste material from construction shall be removed from the lot immediately upon completion of the residential building. All dwellings shall be custom-built homes. No single-wide, double-wide, triple-wide mobile homes, or modular homes of any kind, shall be allowed.
2. No dwelling or other approved structure shall be located on any building site nearer to the front, side or rear property lines than as permitted by the Franklin County Planning and Zoning Department. All dwellings shall have a minimum of 6/12 roof pitch for the main roof. No dwelling shall have metal roofing, except for copper accent roofing, or shall have logs of any sort. Cinder block may be used for exterior foundation only if architectural block is used, or it is covered with masonry or brick or other solid decorative facing. All dwellings shall have concrete driveways from street to house or garage. For the purpose of these Covenants, eaves, steps and open porches shall not be considered as part of the building. Provided, however, that this shall not be construed to permit any portion of a dwelling on a residential lot to encroach into the setback of a property line adjacent to another residential lot.
3. No lot or portion thereof shall be dedicated or used for a private or public street by anyone other than the Declarant. Declarant specifically reserves the right to reconfigure any lots which have not yet been sold by Declarant to third parties for the purpose of access or other easements. No lot in the subdivision may be subdivided except as deemed necessary by Declarant.
4. All LP gas tanks must be fully buried underground. Notwithstanding the foregoing, LP tanks of less than one-hundred and twenty gallons may be above-ground provided that they are located behind the dwelling and are not visible from the street in front of said dwelling.
5. No noxious or offensive trade or activity shall be carried out upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the subdivision. No heavy-duty truck or tractor-trailers may be parked in the subdivision except in relation to ongoing construction in the subdivision. No signs or billboards shall be erected or maintained on any lot other than real estate signs advertising the sale of the home, one per lot, which shall be no larger than six (6) square feet. However, Declarant may

erect a sign on each empty lot identifying said lot, which shall be removed upon sale of that lot by Declarant. No trade materials or inventories may be stored or regularly parked on any lot. No business activity or trade of any kind shall be conducted on any lot except than an office may be maintained in a dwelling if there is not client or customer traffic to the office.

6. No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any lot at any time as a residence, either temporarily or permanently.

Any ancillary structure on any lot, such as a storage or garden shed or outbuilding, shall be constructed, painted and/or faced so as to match the general appearance of the house located on said lot.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept, provided that they are not bred or maintained for any commercial purpose. Owners or keepers of any dogs, cats or household pets shall be responsible for their animals and shall ensure that said animals do not constitute a nuisance to any other lot owner or their guests.

8. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner and other residents of owners household. Owners of lots shall not shall not be permitted to park their automobiles, boats, campers, travel trailers or any similar vehicles or trailers on the streets in the subdivision. All such boats, travel trailers, campers and trailers shall be kept in the back or side yard of the dwelling. No inoperable vehicle shall be kept in the subdivision. If work or repairs are being done on a vehicle, such work or repair shall be done promptly, or the vehicle shall be removed from the subdivision.

9. No communication poles, satellite dishes in excess of 24 inches in diameter, aerials, "ham" radio towers or other form of communication tower, pole or device will be permitted on any lot. Any satellite dish of 24 inches or less in diameter may only be placed in the front yard of any house with the express written permission of the Declarant or an official or committee duly authorized to act on behalf of the subdivision after succeeding the Declarant.

10. No fence, wall, hedge or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the back of the dwelling located on said lot.

11. During construction, the lot owner shall be responsible to see that unreasonable and excessive amounts of mud and dirt are not tracked onto the paved roads, and shall promptly clean up and dispose of any construction trash and debris from the construction being performed on their lot. Vehicles related to the construction are not allowed to park on or along the roads nor to cause damage to the roads, shoulders of the roads or any other lot in the subdivision. In the event that any of these situations occur, the owner and their contractors and/or subcontractors shall be asked to promptly take all corrective action necessary to correct and repair any such problem. If said owner, contractor and/or subcontractor do not adequately correct said problems, in the sole opinion of Declarant, than Declarant shall be authorized to take such action as may be necessary to correct said problems, and all costs incurred by Declarant shall be borne by said lot owner.

12. All driveways extending into the road right-of-way shall be installed to meet NC 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 inches or more. All driveways are to be graded so that water will drain away from the asphalt street to the pipe and ditch on the road right-of-way and not onto the street or any other lot in the subdivision (except via said ditch).

13. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat(s) and over the rear ten (10) feet of each lot and five (5) feet on each side line. In the event that the plat(s) show a different width or location, said plat(s) 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 or flow of drainage channels in the easements. No easement shown on the recorded plat as a drainage easement will be changed or canceled by anyone without the written consent of the NC Department of Transportation. The easement area of each lot and all improvements on it shall be maintained continually in good repair by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In the event that any owner of two or more adjacent lots shall prepare plans for the construction of a home which lies wholly or partially on the line separating two or more such lots, then the easement described herein shall become void.

14. All mailboxes and newspaper boxes on the road rights-of-way must meet NC Department of Transportation and US Postal Service standard, regulations and requirements. The Declarant or Declarant's designee will have the right to remove any mailbox or newspaper box which they find not in compliance if,

upon written notice to the lot owner, the lot owner does not promptly bring the mailbox or newspaper box into compliance.

15. Other than utilities, drainage facilities, signs, driveways, mailboxes and newspaper boxes in compliance herewith, no other structures or plantings, other than grass, shall be placed or permitted to remain anywhere on the road rights-of-way. The Declarant or Declarant's designee shall have the right to remove any structures or plantings which they find are not in compliance if, upon written notice to the lot owner, the lot owner does not promptly bring the mailbox or newspaper box into compliance.

16. Declarant reserves the right to subject the subdivision property to a contract with water, sewer, electric, natural gas, telephone, internet or cable providers for the installation of underground utilities and/or the installation of street lighting, either or both of which may require an initial payment and/or an ongoing periodic payment to said provider by the individual lot owners. This payment responsibility will remain with the current owner of each lot as long as the provider maintains the service for the subdivision, at the providers' applicable rates.

17. In order to maintain good grass cover of the banks and shoulders of the roads and prevent soil erosion, and further to promote safety and prevent noise pollution, no motor bikes, three-wheelers, four-wheelers, go-carts or other similar recreational vehicles, whether licensed or unlicensed, may be operated anywhere within the subdivision, except a licensed motorcycle used for transportation may be operated on the roads within the subdivision, so long as the motorcycle is equipped with a proper muffler and is not operated in a manner that creates more noise than the average motor vehicle.

SECTION II – ROAD MAINTENANCE PROVISIONS

18. Until such time as the public portion of the roads in Tharrington Acres are accepted by the North Carolina Department of Transportation as part of the public roads of the State of North Carolina, Declarant shall be responsible for the establishment, maintenance and upkeep of said roads.

SECTION III -- MISCELLANEOUS

19. Enforcement of these Protective Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof. Such action may be either one to

restrain a violation, compel compliance or to recover monetary damages, including court costs and attorneys fees.

20. Invalidation of any one or these covenants or any part thereof by the judgment or order of a Court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these Protective Covenants shall not prevent or limit the enforcement of such provisions in the future.

21. These Protective Covenants shall run with the land and shall be binding on all parties and all person claiming under them for a period of twenty-five years from the date these Protective Covenants are recorded, after which time said Protective Covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing and signed by a majority of the then owners of the lots (with each owner having one vote per lot owned; recombined lots being considered as a single lot thereafter) has been recorded, said instrument providing that these Protective Covenants are to be amended or revoked.

22. These Protective Covenants may be amended in writing by the Declarant as long as Declarant continues to own at least one lot in this subdivision. At such time as Declarant no longer owns a lot in this subdivision, or assigns his authority as Declarant to another person or entity, then these Protective Covenants may be amended in writing by that assignee, or by a two-thirds vote of the then owners of the lots in the subdivision (with each owner having one vote per lot owned; recombined lots being considered as a single lot thereafter).

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be signed and sealed, this the 15 day of March, 2023.

INDEPENDENT MATERIAL HAULERS, INC.

BY: 
Lawrence A. Reis, Sr., President

[notarization follows]

STATE OF NORTH CAROLINA, COUNTY OF Franklin
I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he/she signed the foregoing document [print name(s)]:



Lawrence A. Reis, Sr., President of Independent Material Haulers, Inc.



Notary Public Signature

Date of Notarization: 3/15/23

My commission expires: 2/15/26
(date)

Print Notary Name Here =====>

Exhibit A

BEGINNING at an iron in the center of S.R. 1419, corner of property belonging to John G. Faulkner, said beginning point being N. 45 deg. 21 min. 10 sec. East 4,701.66 feet from an existing railroad spike in the center of the intersection of S.R. 1419 with S.R. 1492; thence, running from the beginning point and along the center line of S.R. 1419, N. 50 deg. 46 min. 25 sec. East 540.21 feet to an iron, a new corner for Lee A. Debnam; thence leaving S.R. 1419 and along a new line for Lee A. Debnam, S. 23 deg. 06 min. 55 sec. East 1145.03 feet to an iron; thence along a new line S. 26 deg. 58 min. 25 sec. East 759.52 feet to an iron, cornering; thence along a new line for Lee A. Debnam, S. 63 deg. 01 min. 50 sec. West 450.83 feet to an iron, a new corner in the Norwood E. Faulkner et als line; thence along the line of Norwood E. Faulkner and John G. Faulkner, North 26 deg. 58 min. 25 sec. West 1787.28 feet to the point of the beginning, containing 20.00 acres, according to survey by William T. Dement Jr., Registered Land Surveyor, P.A., dated January 17, 1989, entitled "Boundary Survey for Donald W. Dillard and wife Nancy E. Dillard, Louisburg Township, Franklin County, N.C.", said plat recorded in Plat Record File 3, Slide 89-43, Franklin Registry.

LESS AND EXCEPT the following tract or parcel of land:

BEGINNING at an existing iron pipe located in the center line of NCSR 1419, said existing iron pipe being North 45 deg. 21 min. 10 sec. East 4,701.66 feet from an existing railroad spike in the intersection of NCSR 1419 and NCSR 1492; thence along the center line of NCSR 1419 North 50 deg. 46 min. 25 sec. East to a PK nail set located in the center line of NCSR 1419; thence South 26 deg. 58 min. 25 sec. East 32.54 feet and along a new line for Donald W. Dillard to an iron pipe set; thence South 26 deg. 58 min. 25 sec. East 229.66 feet and along a new line for Donald W. Dillard to an iron pipe set; thence South 50 deg. 46 min. 25 sec. West 170 feet and along a new line for Donald W. Dillard to an iron pipe set located in the John G. Faulkner property lines; thence North 26 deg. 58 min. 28 sec. West 231 feet and along the John G. Faulkner property line to an existing iron pipe; thence North 26 deg. 58 min. 25 sec. West 31.20 feet and along the John G. Faulkner property line to an existing iron pipe located in the center line of NCSR 1419 and being the point of the beginning, and said tract or parcel of land containing 1.00 acre and reference being made to a map and survey entitled "Boundary Survey for Donald W. Dillard and wife Nancy E. Dillard, Louisburg Township, Franklin County, North Carolina", dated January 23, 1989 for a more complete and adequate description of the parcel or tract of land herein described.

