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Franklin County North Carolina
Brandi S. Davis Register of Deeds

BK 1859 PG 787-791

By: Betty Shammiston

PREPARED BY AND HOLD FOR: WARREN SHACKLEFORD, ATTORNEYS P.L.L.C.
NORTH CAROLINA
FRANKLIN COUNTY
PROTECTIVE COVENANTS FOR
GREAT WOODS SUBDIVISION

THIS PROTECTIVE COVENANTS FOR GREAT WOODS SUBDIVISION made
this 22 day of MAY 2012, by Neal W. Lewis and Leita Bach Lewis
hereinafter called OWNER, of Franklin County, North Carolina;

W I T N E S S E T H:

WHEREAS, OWNERS are the owner of the real property described
below and are desirous of subjecting said real property to the
Protective Covenants hereinafter set forth.

NOW, THEREFORE, OWNERS hereby declare that the following
described real property located in Harris Township, Franklin
County, North Carolina is and shall be held, transferred, sold and
conveyed subject to the Protective Covenants.

BEING all of Tract 2, containing 72.598 acres as shown on
that map recorded in Book of Maps 1997, Page 412, Franklin County
Registry.

1. No mobile homes, house trailers, manufactured homes,
doublewides, or modular homes or temporary structures of
any kind shall be placed either temporarily or permanently
on the property.
2. No noxious or offensive trade or activity shall be carried
on upon any building site, nor shall anything be done
thereon which may be or become any annoyance or nuisance

to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises.

3. No lot shall be used for anything other than residential purposes. No building shall be erected, altered, placed or permitted other than one single family detached home and one additional structure such as a barn (not to exceed 2000 square feet).
4. No shelter of a temporary or permanent character such as a basement, tent, shack, garage or barn shall be used on any property at any time as a residence, either temporarily or permanently.
5. No noxious or offensive trade, activities, signage, storage or displays are permitted. A single sign for sale of property of not more than 5 square feet is permitted during the sales process but must be removed within 30 days after closing.
6. No commercial animal farming is allowed on the property. Dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Horses can be kept up to a three horse maximum per 10 acre lot. Owners of household pets and horses will be responsible for their animals and will insured that they are not a nuisance to other land owners. Up to 10 chickens can be kept for personal use per lot and must be contained and maintained behind the resident. Chickens are not allowed in front or side yards. No roosters, swine, goats or exotic animals are allowed.
7. All single story dwellings shall have a finished floor area (exclusive of basements, porches, screened porches, garage or carports) of 1800 square feet or more. All dwellings, with a second story above the ground level story, shall have a total finished floor area of 2000

- square feet with a finished ground floor area (exclusive of basements, porches, screened porches, garages or carports) of 1100 square feet or more.
8. Setbacks for side, front and rear property lines are 50 feet. No building structures within 50 feet of any property boundary. Fencing, mailbox etc. are excluded from the 50 feet setback.
 9. Lots shown on plat cannot be further sub-divided. Adjacent lots can be re-combined into a single lot and treated as such. If 2 adjacent lots are purchased by an individual the 2 lots can be treated as a single lot for building purposes, setbacks etc.
 10. No construction or contracting materials or inventories, except those used for immediate construction of a residence, shall be stored or dumped on the property.
 11. Required maintenance of common areas, road right of way entrance sign, gate and lighting indicated on the survey will be paid by lot owners on a prorated share of cost basis. Each lot will be assessed one seventh of the cost. Should any lot owner not pay their share of costs within thirty days after it has been billed, interest will accrue at twelve percent per year. Also, the non paying lot owner will be responsible for any attorney's fees, court costs and other expenses involved in collecting any unpaid assessment.
 12. Lot owners have the right of a majority vote before doing "major" road/common ground maintenance. If anyone engaging in activity in any common areas damages the sign, road, gate or any other shared assets including the road, the responsible party engaging in the activity is responsible for repairs including but not limited to road repairs.
 13. Lot owners have the ability to install/maintain utilities within the access easement for Great Woods Lane

- for power, telephone, cable TV, internet access; etc.
- 14. No antenna higher than 15 feet above the residential structure.
- 15. No chain-link fencing allowed along the front or side boundary lines, however it can be installed behind the home.
- 16. No oil drilling, refining, mining, quarrying, tunneling, dumping or storage of rubbish or refuse is permitted.
- 17. Intersection sight distances will be maintained as part of the common area maintenance. No fencing, plantings or visual impairments are allowed that impede intersection sight distance.
- 18. 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 the violation of any of these covenants and restrictions shall not prevent be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenants or covenants in the future.
- 19. Enforcement of these covenants shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.
- 20. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. These covenants shall not be modified during the first twenty-five year period unless an instrument in writing signed by all of the then owners of the lots has

been recorded, said instrument agreeing to change said covenants in whole or in part. After the first twenty five year period, these covenants may be modified by a written, recorded instrument signed by a majority of the then owners of the lots, said instrument agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, OWNERS have hereunto set their hands and seals, this the 22 day of MAY 2012.

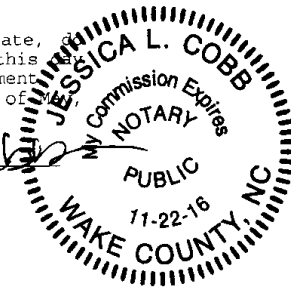
Neal W. Lewis
Neal W. Lewis
Leita Bach Lewis
Leita Bach Lewis

NORTH CAROLINA
Wake COUNTY

I, a Notary Public of the aforesaid County and State, certify that Neal W. Lewis personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 22nd day of May 2012.

My Commission Expires: 11-22-16

Jessica L. Cobb
NOTARY PUBLIC



NORTH CAROLINA
Wake COUNTY

I, a Notary Public of the aforesaid County and State, do certify that Leita Bach Lewis personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 22nd day of May 2012.

My Commission Expires: 11-22-16

Jessica L. Cobb
NOTARY PUBLIC

