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BOOK 1162 PAGE 327-329
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Prepared by: (HOLD) *Senser and Stephenson*

GAYLE P. HOLDER
REGISTER OF DEEDS
HARNETT COUNTY, NC

**PROTECTIVE COVENANTS
OF
ROLLINS MILL ROAD SUBDIVISION**

Plat Cabinet "F", Slide 507-B
Plat Cabinet "F", Slide 507-B(A)
Harnett County Registry

KNOW ALL MEN BY THESE PRESENTS that ROBERT CHARLES SMITH and STEVI F. LISCHIN, owners, developers and declarants; hereby agree with all persons, firms and corporations who hereafter acquire a lot from the above referenced subdivision (Rollins Mill Road Subdivision) that the following protective covenants shall apply to all lots conveyed out of said subdivision and said restrictions shall run with the properties by whomever owned, which covenants are as follows:

ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the County of Harnett, State of North Carolina, and is more particularly described as follows:

Tract I

Being all of Lots #1, #2, #3, #4, #5 and #6 of ROLLINS MILL ROAD SUBDIVISION as shown in Plat Cabinet "F", Slide 587-B, Harnett County Registry, reference to which is hereby made for greater certainty of description.

Being all of that 8.901 acres reserved as shown on that map entitled "Final Plat 1 of 2 ROLLINS MILL ROAD SUBDIVISION" and recorded in Plat Cabinet "F", Slide 587-B, Harnett County Registry, reference to which is hereby made for greater certainty of description.

Tract II

Being all of Lots #7, #8, #9, #10, #11 and #12 of ROLLINS MILL ROAD SUBDIVISION, as shown in Plat Cabinet "F", Slide 587-B(A), Harnett County Registry, reference to which is hereby made for greater certainty of description.

Being all of that 14.443 acres reserved as shown on that map entitled "Final Plat 2 of 2 ROLLINS MILL ROAD SUBDIVISION" and recorded in Plat Cabinet "F", Slide 587-B(A), Harnett County Registry, reference to which is hereby made for greater certainty of description.

No property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto.

ARTICLE II

All lots shall be used for residential purposes exclusively.

ARTICLE III

No dwelling shall be permitted to be erected or remain on any building unit which has in the main structure, (exclusive of one-story open porches and garages) less than 1200 square feet of heated finished living area.

ARTICLE IV

No building or any part thereof, including garages, carports or porches, but excluding eaves and steps, may be erected on any lot closer than for forty (40) feet from any front road right of way of ten (10) feet from either side or rear lines.

ARTICLE V

No mobile home, single or double-wide, shall be erected on any lot covered by these covenants, under any circumstances. Travel trailers or other recreational vehicles may be parked behind the main dwelling on any lot but such trailer or vehicle may not be used primarily as a residence, either permanently or temporarily.

ARTICLE VI

No outbuilding or storage building shall be erected upon any lot except those which are incidental to residential use and shall be no closer than ninety (100) feet to the front lot line and shall conform to all other set back requirements set out in Article IV above.

ARTICLE VII

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trade materials, inventories, cars, trucks, tractors, or any motor vehicle, inoperable and unlicensed, may be stored or regularly parked on the premises. No "all terrain vehicles" will be permitted to operate on any lot or street within the subdivision to the point that they become an annoyance or a nuisance to the neighborhood.

ARTICLE VIII

No barns and/or stables for livestock animals shall be located any nearer than 100 feet from the front lot line of any lot hereinabove described.

ARTICLE IX

Lots #5 & #6 and the 14.443 acres of reserve lands shall share a common driveway entrance across the northwestern line of Lot #4 to a point where said lots branch off with an independent driveway leading to the respective lots, which point may not be at the same place. Each lot owner shall equally share the expense of building and maintaining any part of the driveway used by them. Each lot owner will be solely responsible for any part of the driveway used only by them. Building and maintaining of any commonly used driveway will require unanimous consent of all users of the driveway for the part for which they are financially responsible for a contribution. In the event that any lot owner shall not contribute his share within 30 days of receiving written notice from the other owner(s) (whichever case applies), then the other owner(s) (as the case applies) shall be entitled to file a materialman's lien against the refusing party as provided by law under NCGS §44-38 et seq for collection of the share due. The Declarant herein is excluded from the requirements above set out.

Lots #7 & #8 shall share a common driveway entrance across that 30 foot easement as shown in Plat Cabinet "E", Slide 111-114, Harnett County Registry, to a point where Lots #7 and #8 each branches off with an independent driveway leading to the respective lots, which point may not be at the same place. Each lot owner shall share one half of the expense of maintaining any part of the driveway used by both of them. Each lot owner will be solely responsible for any part of the driveway used only by them. Building and maintaining of any commonly used driveway will require unanimous consent of all users of the driveway for the part for which they are financially responsible for a contribution. In the event that any lot owner shall not contribute his share within 30 days of receiving written notice from the other owner(s) (whichever case applies), then the other owner(s) (as the case applies) shall be entitled to file a materialman's lien against the refusing party as provided by law under NCGS §44-38 et seq for collection of the share due. The Declarant herein is excluded from the requirements above set out.

Lots #9, #10, #11 & the 14.443 acres of reserve lands shall share a common driveway entrance over and across the 50 foot reserved easement as shown on plat 2 of 2 of the ROLLINS MILL ROAD SUBDIVISION (Plat Cabinet "F", Slide 587-B(A)) to a point where Lots #9, #10, #11 & the 14.443 acres of reserve lands each branch off with an independent driveway leading to the respective lots, which point may not be at the same place. Each lot owner shall share the expense of maintaining any part of the driveway used by them. Each lot owner will be solely responsible for any part of the driveway used only by them. All lot owners will have one vote each as to what type of maintenance is required and a majority of the votes will control the decision for the maintenance needed. Building and maintaining of any commonly used driveway will require unanimous consent of all users of the driveway for the part for which they are financially responsible for a contribution. In the event that any lot owner shall not contribute his share within 30 days of receiving written notice from the other two or one owner(s) (whichever case applies), then the other two or one owner(s) (as the case applies) shall be entitled to file a materialman's lien against the refusing party as provided by law under NCGS §44-38 et seq for collection of the share due. The Declarant herein is excluded from the requirements above set out.

ARTICLE X

Any lot owner or combination of land owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.

ARTICLE XI

These covenants may be amended from time to time by all the owners within the subdivision and these covenants and any amendments adopted are to run with the land and shall be binding on all persons claiming under them for a period until December 31, 2026 at which time they will expire.

IN TESTIMONY WHEREOF, the parties set out in the preamble above have caused this instrument to be executed.

Robert Charles Smith (SEAL)
Robert Charles Smith
by Ralph E. Smith, Attorney in Fact (SEAL)
Stevi F. Lischin (SEAL)
Stevi F. Lischin
by Ralph E. Smith, Attorney in Fact (SEAL)

NORTH CAROLINA
COUNTY OF WAKE

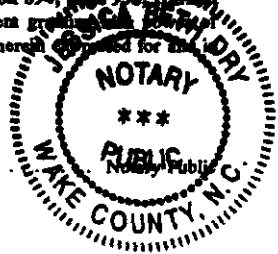
I, the undersigned notary public, do hereby certify that RALPH E. SMITH, (hereinafter called Attorney in Fact) acting as attorney in fact for ROBERT CHARLES SMITH, (hereinafter called Principal) personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the Principal and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the above referenced county in Book 894, page 938, Wake County Registry, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Attorney in Fact acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said Principal herein set out.

Witness my hand and notary seal, this the 14 day of July, 1996.

Jessica Beth Dry

My commission expires:

10 March 98



NORTH CAROLINA
COUNTY OF WAKE

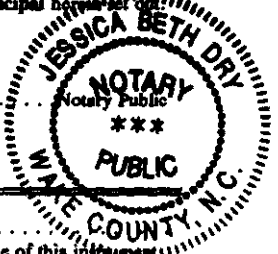
I, the undersigned notary public, do hereby certify that RALPH E. SMITH, (hereinafter called Attorney in Fact) acting as attorney in fact for STEVI F. LISCHIN, (hereinafter called Principal) personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the Principal and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the above referenced county in Book 894, page 938, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Attorney in Fact acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said Principal herein set out.

Witness my hand and notary seal, this the 14 day of July, 1996.

Jessica Beth Dry

My commission expires:

10 March 98



The foregoing certificate of is hereby certified to be correct. This instrument was present for registration and recorded in the book and page shown on the face of this instrument.

Gayle P. Holder, Register of Deeds
Assistant/Deputy Register of Deeds

North Carolina - Harnett County
The foregoing certificate(s) of Jessica Beth Dry, Notary of Wake Co.
Notary Public (Notaries Public) is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 1162 page 327-329.
This 31 day of July, 1996
at 2:06 o'clock P.M. Gayle P. Holder
By: Gayle P. Holder
Register of Deeds - Ass't. Deputy