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WAYNE COUNTY, NC
CONSTANCE B. CORAM REGISTER OF DEEDS

BK **3697** PG **370-375**

Copys - 26.00

**RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
ELLA SUBDIVISION**

J & N DEVELOPERS, LLC, Owner/Developer of all the property as shown on a map entitled "Final Map ELLA SUBDIVISION" recorded in the Wayne County Registry in Plat Cabinet P, Slide 49-F, has established a general plan for the improvement and development of said property and does hereby establish the covenants, conditions, reservations and restrictions upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. These covenants, conditions, reservations, restrictions and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their prospective heirs, personal representatives, successors and assigns as set forth herein. The covenants, conditions, reservations and restrictions are as follows:

1. LAND USE AND BUILDING TYPE: No lot shall be used for anything except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for no more than three cars and customary outbuildings. No trailer, mobile home or other similar type dwelling shall be permitted or maintained on any lot for use as a residence or any other purpose.

2. DWELLING QUALITY AND SIZE: Neither cinderblock or asbestos shingle siding structures, nor mobile homes, or modular type homes shall be erected or permitted on any lot located in this subdivision. The heated square footage of the main structure of any dwelling located on these lots, exclusive of open porches and garages, shall not be less than 1,000 square feet for a single story and 1,100 square feet for a two-story structure. Architectural design and building plans must be submitted by use of Schedule A, attached hereto and incorporated herein by reference and approved by the Architectural Committee before beginning construction.

3. ARCHITECTURAL COMMITTEE: J AND N DEVELOPERS, LLC shall be the only member of the Architectural Committee until such time as construction is completed on all lots as shown on that certain map entitled "Final Map ELLA SUBDIVISION" recorded in the Wayne County Registry in Plat Cabinet P, Slide 49-F.

4. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Architectural Committee designated herein. In the event such growth is removed, except as stated above, the lot owner shall within a reasonable time replant or replace the same, the cost thereof to be borne by the lot owner. Approval is not necessary for the initial strip clearing of the home site, including a distance of twenty feet from the outside walls of the house.

5. BUILDING LOCATIONS SHALL BE AS FOLLOWS:

A. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Provided, however, the Declarant may waive any minor violation of said set back requirements. A minor violation is defined as any encroachment which does not exceed ten percent (10%) of the minimum set back required.

B. For the purposes of these covenants, eaves, steps, carports and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or any easement shown on the subdivision map.

6. LOT AREA AND WIDTH: No lot shall be subdivided unless it is for the purpose of enlarging the lots of adjoining lot owners where a vacant lot lies between them.

7. FENCE RESTRICTION: All fences must be approved by the Architectural Committee prior to installation after submission by lot owner of a plot plan regarding proposed fence. However, all fences must connect to the dwelling located on the property and must be located no closer than six (6) feet to the front corners of the dwelling.

8. DRIVEWAYS: All driveways must be constructed of concrete. Furthermore, any basketball goals must be housed on the driveway of the property and shall not be allowed to be placed in the streets of the subdivision.

9. NUISANCE: No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All lots must be kept neat and manicured. Specifically, there will be no junk cars allowed on any lot as shown

on that certain map entitled "Final Map ELLA SUBDIVISION" recorded in the Wayne County Registry in Plat Cabinet P, Slide 49-F must be registered with an appropriate state vehicular authority. Furthermore, any area lights or flood lights installed on any lot shall be installed so as to prevent the creation of a nuisance for neighboring lot owners.

10. COMMENCEMENT OF CONSTRUCTION: Each purchaser of any lot within ELLA Subdivision must begin construction upon each lot within eighteen (18) months following closing. The developer, in its sole discretion, may extend the above time period for an additional six (6) months upon buyer showing just cause for the extension of time. Prior to construction, purchasers must maintain their lots in a suitable manner including but not limited to regular grass cutting.

11. MAINTENANCE/REFUSE DISPOSAL: No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly objects shall be placed on any lot.

The owner of each lot, at the Owner's sole cost and expense, shall maintain their property, including improvements thereof, in a safe, clean and attractive condition at all times, including but not limited to the following:

- (a) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All trash containers shall be concealed by fence or shrubbery and under no circumstances shall trash be burned on any lot in ELLA Subdivision; and
- (b) Lawn Maintenance on a regular basis, including rights of way.

12. TEMPORARY STRUCTURES: No structure of a temporary character, car trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Furthermore, no more than one car trailer, garage, barn or other outbuilding is allowed per lot. Any outbuilding less than or equal to 250 square feet must be constructed using wood and must be approved by the Architectural Committee. Any outbuilding or garage larger than 250 square feet must be built to match the residence on the lot it is placed (i.e. same materials and same general appearance) and must be approved by the Architectural Committee. Under no circumstances will a metal building be allowed on any lot. Also, there will be no cars on blocks allowed on any lot, except that cars are allowed to be put on blocks within an enclosed garage on the lot.

13. SWIMMING POOLS: Both above-ground and in-ground swimming pools shall be allowed in ELLA Subdivision. However, any above-ground pools may not be improved with the addition of any deck or platform of any type or size. The construction of any deck or platform for the improvement of any above-ground pool shall constitute a violation of these covenants.

14. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, and one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

15. CLOTHESLINES: No clotheslines of any kind shall be erected on any lot in ELLA Subdivision.

16. TRASH CANS AND COLLECTION: Any trashcan used for collection by a waste collection service may be placed at the curb only on the day of pickup or the night before pickup and must be removed from the curb on the day of pickup. All trashcans, whether used for collection by a waste collection service or for personal use must be stored behind the residence and must not be visible from the street.

17. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further, one standard kennel with a poured concrete slab no larger than 12' by 12' shall be allowed per lot within the subdivision. No animal will be chained or tethered. A small doghouse is permissible if located with concern for adjoining property owners. Furthermore, no property owner may own more than three dogs, cats or other household pets and no property owner shall allow their dogs, cats or other household pets to create a nuisance for other homeowners.

18. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority.

19. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority.

20. UNDERGROUND UTILITIES: All electrical service, telephone lines and other utility lines shall be placed underground unless the Architectural Committee waives this restriction. The developer reserves the right to subject the real property in this subdivision to a contract with Duke Energy Progress, Inc.

for the installation of street lighting, which requires a continuing monthly payment to Progress Energy Carolinas, Inc. by each residential customer.

21. 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 thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

22. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity or as specifically described herein, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any owner of any lot as shown on that certain map entitled "Final Map ELLA SUBDIVISION" recorded in the Wayne County Registry in Plat Cabinet P, Slide 49-F shall be entitled to enforce these covenants.

23. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

24. COMMERCIAL PURPOSES: No lot shall be used for any commercial purposes, except a professional person may use a part of the home for an office.

25. WILDLIFE REFUGE: ELLA Subdivision shall be declared a wildlife refuge. No hunting shall be allowed on any property within the subdivision.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officers and its seal hereto affixed, as of the day and year first set forth above.

J AND N DEVELOPERS, LLC

BY [Signature]
Member/Manager

NORTH CAROLINA
WAYNE COUNTY

I, Chloe Wellons, a Notary Public of the County and State aforesaid certify that Stacy Johnson personally appeared before me this day and acknowledged that he is a Member/Manager of J AND N DEVELOPERS, LLC, a North Carolina Limited Liability Company, and that he as a Member/Manger being authorized to do so, executed the foregoing instrument on behalf of the Company.

Witness my hand and seal this the 29th day of December, 2021.

[Signature]
Notary Public
Printed Name of Notary: Chloe Wellons

My Commission Expires: 6/28/2025

