

**PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR THE SUBDIVISION OF  
BETHEL GLEN**

KNOW ALL MEN BY THESE PRESENTS, that Harrisburg-Midland Properties, LLC of the State of North Carolina (hereinafter referred to as "Owner") does hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any property in the subdivision of BETHEL GLEN, a description of which is attached hereto as Exhibit A, that said property is subject to the following restrictions as to the use thereof, by whomsoever owned, to-wit:

**PURPOSE**

The subdivision of BETHEL GLEN is made subject to these protective covenants for the purpose of insuring the best use and most appropriate development and improvement of the subdivision and each building site therein; to protect the subdivision and the owners of building sites against improper use of surrounding building sites as may depreciate the value of the property; to preserve, so far as practicable, the natural beauty of the real property and especially the trees; to guard against the construction of poorly designed or proportioned structures, and structures of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the proper location and erection of attractive homes; and to provide for quality improvements on the property, and thereby to enhance the value of the investment made by each purchaser in the subdivision.

**ENFORCEMENT**

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2032, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

Except where otherwise provided in these protective covenants and restrictions, if any person, firm or corporation shall violate or attempt to violate any of the covenants or restrictions, it shall be lawful for any person or persons, firms or corporations owning any real property situated in said subdivision and the Architectural Committee (as established herein) to prosecute any proceedings at law or in equity to restrain any person or persons, firms or corporations violating or attempting to violate any covenants and restrictions herein. However, injunction shall not issue to compel removal of or moving of any residential structure or garage attached thereto for violation of a building setback requirement, the sole remedy of any offended person being a suit for damages. Injunction shall lie to compel removal of structures other than the residential structure and attached garage for violation of a building setback requirement. If an action is brought against a lot owner (other than the Owner identified herein) to

compel compliance with the terms of these covenants and if the lot owner is found by the court to have violated these covenants, then the person bringing the action shall be entitled to recover the expenses of such action, including reasonable attorney fees. Any lot owner shall have the right to enforce these covenants.

Invalidation of any one 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.

### RESIDENTIAL USE ONLY

Except as otherwise provided herein all lots shall be used only for residential purposes only. Residential purposes shall not be interpreted to include group homes for housing individuals who are not related by blood or marriage, such as group homes for troubled youths or persons with illnesses etc. It is the intent of these restrictions to limit use to residential use by families as that term is ordinarily understood.

The lay of the lots shown on the recorded plat shall be substantially adhered to, however, with the prior approval of the Architectural Committee, hereinafter referred to, the size and shape of any building site may be altered. Furthermore, unless prior written approval is granted by the Architectural Committee, no lot may be re-subdivided so as to produce a greater number of building sites or lots than shown on the recorded subdivision map. More than one (1) lot may be used as one (1) building site, provided the location of any structure receives prior approval in writing by the Architectural Committee. When more than one (1) lot is used as a building site, the Architectural Committee shall have the absolute right to relocate any easements reserved herein or shown on the recorded plat that it determines necessary by reason of such use. Owner reserves the right to use any lot for private or public access to and from land adjoining the subdivision and such right may be assigned to others.

Any dwelling constructed on a lot subject to these Restrictions shall contain not less than 1250 square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings or basements). Any two story and one and one-half story dwelling shall contain not less than 1400 square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings or basements).

### ARCHITECTURAL CONTROL RESERVED

The Owner will designate and appoint an Architectural Committee composed of three (3) persons. The Owner shall have the right to remove member(s) of the Architectural Committee at any time and for any reason, and Owner may thereupon appoint a new member(s). No site preparation and no construction of any structure, facility or other improvement whatsoever (including, but specifically not limited to, residences, other buildings, fences, screen planting, mail and newspaper boxes, and outside lighting) shall be undertaken on any lot within the subdivision until the building plans, specifications, size and location of the improvement on the lot have been submitted to the Architectural Committee, and the Architectural Committee has given written approval. The Architectural Committee shall take into account the proposed structures, facilities, or other improvements with respect to the conformity and harmony of the external design and external materials thereof with existing structures and improvements in the area and shall also consider the location of the proposed structures, facilities, and improvements with regard to topography, ground elevation, existing trees and shrubs, neighboring structures, and the conformity and harmony with the remainder of the subdivision. The Architectural Committee shall have the

absolute and exclusive right to disapprove any plans, specifications or details submitted to it, or any requests for approval submitted pursuant to these restrictions, in the event the same are not in accordance with the provisions of these restrictions, or the design, color scheme, or location of the proposed improvements upon the lot or structures are not acceptable to the Architectural Committee, or the plans or specifications submitted are incomplete, or the Architectural Committee deems the improvements, plans, specifications or detail, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the real property subject to these restrictions or the owners thereof. All dwellings, improvements, and alterations thereof shall be subject to the prior approval of the Architectural Committee. The Architectural Committee has the right to withhold approval based upon the proposed structures, facilities, improvements, size or location thereof.

The exterior of each home shall be at least 75% brick. All detached accessory buildings shall have an exterior material of brick or such siding as approved by the Architectural Committee.

Neither Owner, members of the Architectural Committee, nor any builder shall be liable in damages to anyone by reason of mistake in judgment, negligence, or otherwise, except for intentional misconduct, arising out of or in connection with the approval or disapproval or failure to approve of any plans or specifications or the exercise of any other duty of the Architectural Committee. Every person who submits plans and specifications to the Architectural Committee, by submission of such plans and specifications, and every owner of any lot, agrees that he or she will not bring any action or suit against the Owner or any member of the Architectural Committee to recover any damages and hereby releases, quitclaims, and covenants not to sue for claims arising out of the good faith exercise of the duties of the Owner and the members of the Architectural Committee.

#### MANUFACTURED HOMES

No mobile homes, trailers, manufactured homes, or modular homes shall be erected on any lot nor shall any be used at any time in the subdivision as a temporary or permanent residence. As used herein "manufactured" or "modular" homes includes, but is not limited to, a structure which is constructed in sections off-site by a manufacturer. It is the intent of these restrictions that all homes shall be "stick built" on-site as that phrase is customarily understood in the construction trade, but this restriction shall not be deemed to exclude or limit the use of prefabricated trusses, joists, windows, wall panels, or similar items which are constructed off-site but not attached to any component of the building before arrival at the site.

#### EROSION CONTROL

During site preparation and initial construction, the lot owner and builder shall take such action as may be required by the Architectural Committee to control, inhibit, and prevent soil erosion and the sedimentation of streams resulting from erosion. Each owner shall maintain his building site and lot in such manner as to prevent erosion of adjoining lots and erosion of soil onto adjoining lots and streams. If, in the opinion of the Architectural Committee, a lot owner does not properly maintain his building site and lot as herein provided, then the Architectural Committee may have the work done, and the costs incurred shall be paid by the individual lot owner. The Architectural Committee shall have all easements, including the right of entry, necessary to enter upon the building site and perform such work or cause such work to be performed.

### REMOVAL OF TREES AND LANDSCAPING

All improved or unimproved lots which have been sold by Owner shall be kept clear of unsightly debris, weeds, underbrush and other such matter. If a lot becomes unsightly the Architectural Committee may have it cleaned and the costs thereof shall be charged to the lot owner. Each lot having a residence thereon shall be landscaped to the extent of that portion of the lot lying in front and to each side of said residence. Landscaping shall include the proper grading of the lot and seeding for lawn purposes. Landscaping must be completed within nine (9) months after the date of said residence is first occupied. Lawns must be kept neatly mowed at regular intervals during the growing seasons.

### BUILDING SETBACKS

No dwelling or other improvement of any kind shall be located on any lot such as to violate the minimum setback requirements shown on the recorded plat unless prior written approval has been granted by Owner.

### NUISANCE PROHIBITED

No noxious or offensive trade or activity shall be conducted upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. Specifically, no off the road vehicles such as trail bikes, go-carts, three wheel or four wheel off road motorcycles, dirt bikes and mopeds, together with vehicles which are not allowed on state maintained roads, shall be operated in the subdivision.

### ANIMAL CONTROL

No animal, livestock, poultry, snakes or farm animals other than common household pets shall be kept on any lot and said household pets shall not be kept for commercial purposes. All dogs shall be contained in an enclosed area or kept on a leash at all times. Dogs shall be kept outside the dwelling area only if they are kept in an area to the rear of the residential dwelling which has been enclosed by a fence. The design, workmanship, materials, and location of all animal fences, dog houses, and other such structures must receive prior approval of the Architectural Committee. Animal pens not specifically allowed herein are prohibited. The Architectural Committee shall take into account the proposed fence and structures with respect to the existing structures and improvements in the area, and it shall consider the location of the proposed fence and structures with regard to topography, ground elevation, existing trees and shrubs, and neighboring structures on other lots.

## TRASH

No lot shall be used or maintained as a dumping ground or storage area for rubbish, trash, garbage or other waste and no garbage or trash shall be burned on any lot. All garbage, trash, and other waste shall be kept in a clean and covered receptacle located immediately to the rear of the primary dwelling so that it is not visible from the street. No garbage shall be placed at curb side for pick up when collection service is available to the dwelling. If the collector picks up at the dwelling but leaves the empty container at curb side, lot owners shall return the empty containers to the dwelling on the same day as pick up. Garbage shall be placed at curb side for pick up only on the day of collection. It is the intent of this restriction to prohibit the unsightly accumulation of garbage, trash, and other waste at the street when a collection service is available to residents which does not require curb side pick up. Lot owners who are subject to the flow of a creek or stream shall be responsible for keeping the creek or stream free of unsightly debris.

## REGULATION OF VEHICLES AND ON-STREET PARKING

No motor vehicles not in regular use shall be stored or parked on any lot. Any major mechanical or repair work performed on any motor vehicle or boat shall be done in an enclosed garage and shall not be visible from the street. No buses, tractor trailer vehicles, or commercial vehicles of more than 10,500 pounds gross vehicle weight shall be parked within the subdivision unless such vehicle is parked in a garage or to the rear of the dwelling so that it is not visible from the street. There shall be no on-street parking of any vehicles except as shall be necessary on a temporary basis for visitors and to provide services for a resident. Residents shall park cars only on driveways or in garages or carports.

## HARDSURFACE DRIVEWAYS ONLY

All driveways shall have either an asphalt, concrete, cobblestone, brick or slate surface unless otherwise approved by the Architectural Committee. No gravel, stone, or dirt driveways shall be allowed. Driveways must be of a design, size, location and material approved by the Architectural Committee. Driveways must be completed prior to occupancy of a residence.

## SIGNS PROHIBITED

No sign, billboard, poster, or political sign of any nature shall be erected, placed, exhibited, or maintained on any lot except with the prior approval of, and in conformity and with the size, design, and format, and for such time period, as is or may be prescribed from time to time by the Architectural Committee. "For Sale" and "For Rent" signs shall be allowed provided they do not exceed 2 feet by 3 feet in size and larger signs are allowed if approved by the Architectural Committee. No signs (other than "for sale" signs" allowed by these restrictions) shall be permitted on any lot. Prohibited signs include yard signs which advertise security systems, pool companies, remodeling companies, siding companies and so forth. The Architectural Committee shall have the authority to specify additional yard advertising signs which are prohibited.

### BOAT AND TRAVEL TRAILERS TO BE STORED

Unless otherwise approved by the Architectural Committee, all boats and travel or utility trailers shall be stored and placed in a garage, carport, or to the rear of the primary dwelling structure so as not to be readily visible from the street.

### ANTENNAS AND SOLAR PANELS

No television or radio antennas shall be located on any lot or structure or attached to the roof of a dwelling unless prior approval has been granted by the Architectural Committee. No satellite transmitting or receiving equipment shall be permitted on any lot except that one receiving dish 24 inches or less in diameter shall be allowed if not visible from the street and if it receives prior approval from the Architectural Committee. No antennas, satellite dishes, and similar equipment shall be installed on any lot unless prior to installation the plans, specifications, and location have been submitted to the Architectural Committee, and the Architectural Committee has given written approval of the proposed equipment and the location thereof. The Architectural Committee shall take into account the proposed equipment with respect to the existing structures and improvements in the area and shall also consider the location of the proposed equipment with regard to topography, ground elevation, existing trees and shrubs, neighboring structures, and whether it can be seen from the street. The Architectural Committee shall have the absolute and exclusive right to disapprove any plans, specifications or location submitted to it, or any requests for approval submitted pursuant to this section.

No solar panel shall be placed or maintained on any lot or structure unless it receives prior approval from the Architectural Committee and is not readily visible from the street. Solar panels and similar items designed to be located on a residential lot must receive prior approval of the Architectural Committee and shall be subject to the same requirements as satellite dishes in the previous paragraph.

### POOLS

No above ground pools shall be placed on any lot. Below ground pools may be installed only if the design, location, size, fencing, and landscaping specifications and plans have been approved by the Architectural Committee.

### EASEMENTS RESERVED

In addition to easements reserved on the recorded subdivision map, Owner, for itself and its successors and assigns, hereby reserves, and is given a perpetual easement, including right of entry, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for the furnishing of electric power, gas, telephone service, sanitary, sewage, storm or surface drainage, water, cable television, and all other utilities over, under and along a five (5) foot strip parallel with and along the front, rear, and interior lot lines of each building lot. In the event that more than one (1) lot is used as a building site, the Architectural Committee has the right to relocate, remove, or re-establish the easements provided herein and those provided on the recorded map of the subdivision with regard to such lot and any adjoining lot affected thereby.

### CONSTRUCTION PROGRESS

All construction on any lot requiring a building permit or which can be seen from the street must be completed within six (6) months from the start of construction. Any debris resulting from fire or any other cause must be cleared and removed from the lot within thirty (30) days.

All construction debris must be regularly cleared from construction sites and no construction materials shall be placed within road rights of way. Any mud resulting from construction of a lot must be cleared from subdivision roads, and if not removed the Architectural Committee may have it cleaned and charge the lot owner for this expense.

### WAIVER

No provision contained in these protective covenants and restrictions shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the violation to enforce is repeated. In the event of unintentional violation of any building lines, easement restrictions or reservations herein set forth, the Architectural Committee shall have the right to change in writing the said restrictions set forth in this instrument; provided however, that such change shall not exceed ten percent (10%) of the marginal requirement of such building line, easement restrictions or reservations.

### TEMPORARY OFFICES

Such temporary sales offices and construction offices as approved by the Architectural Committee and used during development of the property and the construction and sale of houses shall not constitute a violation of these restrictive covenants.

ASSESSMENT FOR ENTRANCEWAY

In consideration of the benefits that the homeowners will receive by reason of the construction of an attractive entranceway, each lot owner in the subdivision, and their successors and assigns, covenant and agree by acceptance of a deed to pay an annual amount to be determined by the Architectural Committee, not to exceed \$50.00 per year, for the upkeep and maintenance of the entranceway. The first annual assessment shall be paid January 1st following the homeowner's purchase of a house and lot in the subdivision. If the homeowner purchases a lot for the purpose of building a house, then the first annual assessment will become due January 1st following occupancy of the house. The assessment shall be paid to the Architectural Committee and shall be used by the Committee for the upkeep and maintenance of the subdivision entranceway. The undersigned owner and builders shall not be charged with the assessment.

RIGHTS EXCLUSIVE

Owner shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interest and liabilities retained, accruing or reserved to it by these protective covenants and restrictions. Following any such disposition, Owner in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner. Owner may, in its sole and absolute discretion, assign all, part, or none of its rights, interest, and liabilities contained in these protective covenants and restrictions. At such time as Owner no longer has an economic interest in the subdivision, Owner intends to assign all or part of its rights and duties under these restrictions to a properly organized voluntary homeowner's association, however Owner has no duty to establish such homeowner's association. Owner reserves the right to make such an assignment. Invalidation of any one 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.

As used herein, the term "Owner" shall mean Harrisburg-Midland Properties, LLC and its successors and assigns.

IN WITNESS WHEREOF, Harrisburg-Midland Properties, LLC has caused this instrument to be executed, this the \_\_\_ day of March, 2002.

Owner:

Harrisburg-Midland Properties, LLC

by: \_\_\_\_\_  
Manager