

**NORTH CAROLINA**

**RESTRICTIVE COVENANTS FOR  
MCGEE'S CROSSING SUBDIVISION,  
PHASE 3 Plat Book 93, Pages 155-156, and  
PHASE 4, Plat Book 93, Page 175**

**JOHNSTON COUNTY**

**KNOW ALL MEN BY THESE PRESENTS**, that **On Top Building Company, LLC** and **Homes By Michael Ford, LLC** (hereinafter together called "Declarant") party of the first part, does hereby covenant and agree to and with all other persons, firms or corporations who now own or may hereafter acquire any lots in McGee's Crossing Subdivision, Phases 3 and 4, a subdivision in Pleasant Grove Township, Johnston County, North Carolina, a map of which is recorded in Plat Book 93, Pages 155-156 (Phase 3) and Plat Book 93, Page 175 (Phase 4), (hereinafter together called the "Subdivision Maps"), Johnston County Registry, that all of said lots (**Lots 1-9, inclusive, and Lots 20, 23, and 24 in Phase 3, Plat Book 93, Pages 155-156, and Lots 10-16, inclusive, Phase 4, Plat Book 93, Page 175**), shall be and are hereby made subject to the following restrictions as to the use thereof, running with said property by whomsoever owned and be binding upon all parties having any right, title, or interests in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The covenants and restrictions are as follows.

1. No lot shall be used except for residential purposes, and except as may be otherwise set forth in these Restrictive Covenants, no building shall be so 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 not more than three cars. No manufactured or modular homes may be placed on any property to which these Restrictive Covenants apply.
2. No building shall be permitted on any lot which has a ground floor area of the main structure exclusive of one-story open porches and garages of less than 1,400 square feet. All foundations of any dwelling shall be constructed of brick, masonry, or any other material approved by the Declarant. All homes shall be built with a crawl-space; no homes may be built on concrete slabs.
3. Unless there is a governmental zoning ordinance that dictates otherwise, no building shall be located on any lot nearer than 20 feet to the front line, or nearer than 5 feet to any side boundary line. No building shall be located nearer than 5 feet from the rear line. No building shall be located nearer than 5 feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Easement for Utilities. There is hereby reserved to Declarant and its assignees a blanket easement upon, across, above, and under all property within the community for access, ingress, egress, installation, repairing, and maintaining all utilities serving the community or any portion thereof, including, but not limited to, gas, water, sanitary, sewer, telephone, cable-television/internet, and electricity, as well as storm drainage and any other service which Declarant might decide to have installed either of themselves or their designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such pipes, wires, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party requesting such utility or service, request a specific license or easement by separate recordable document, the Declarant shall have the right to grant such easement. In addition, Declarant reserves the right to subject the real property in the subdivision to a contract with Duke Energy Progress, LLC or any other power company for the installation of street lighting, which requires a continuing monthly payment to such power company by each Lot owner being a residential customer.

5. Construction and Sale period. Notwithstanding any provisions contained in this Declaration, use restrictions, and any amendments to any of the foregoing, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege, and easement with respect to the community for the benefit of Declarant, their successors, and assigns, over, under, in and/or on the community, without obligation and without charge to Declarant, for the purposes of taking all actions related to or connected with construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the community and any other property now owned. The reserved easement shall constitute a burden on the title to the community and specifically includes, but is not limited to:

a. The right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on or in the community; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, gas, water, sewer, and drainage lines, and facilities constructed or installed in, on, under and/or over the community; and

b. The right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices in the community;

c. No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the community, but shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

6. No lots shall be re-subdivided, nor shall any portion of a lot be conveyed to reduce its size without the express written consent of the Declarant, which may be withheld in Declarant's sole discretion. Declarant, its successors, and assigns may alter, amend, or change any lot size or dimension in the subdivision.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial or business activity of any nature shall be conducted on any lot; including but not limited to the operation of a child day care facility, beauty/hair stylist shop, and the maintenance or storing of commercial vehicles and construction equipment.

a. Prohibited commercial or business activity shall include the parking, storing, repairing, and maintaining of commercial vehicles on any lot, street, right-of-way, or property in the subdivision. Prohibited commercial vehicles shall include, but are not limited to the following: transfer trucks, flat bed trucks, dump trucks, tow trucks, box trucks, buses, work vans, and other similar vehicles.

b. Notwithstanding the foregoing, commercial or business activity limited to designating and using an area of a residence as a home office for a professional shall be allowed.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, bar, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. Animals. No animals, livestock, poultry, pig or swine of any kinds may be raised, bred, kept, or permitted on any lot, with the exception of the following pets: (3) dogs; (2) cats; (2) birds; and (2) other usual or common household pets. Pigs or swine shall not be considered as common household pets. Pets are not permitted to roam free or endanger the health of the community, making of excessive, objectionable noise, or constitute a nuisance or inconvenience. No pets shall be kept, bred, or maintained for any commercial purpose.

10. Signs. No sign of any kind, including yard sale signs, shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builders or developers to advertise the property during the construction and sales period.

11. Garbage, Clothesline, Woodpiles, and Maintenance. All lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish, debris, woodpiles, or building materials shall be permitted. Trash, garbage or other waste shall not be kept except in sanitary containers. All garbage containers and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, or passing vehicles; provided garbage containers may remain on the curbside for up to twelve (12) hours on days of scheduled curbside pickup. No lot shall have a clothesline or similar obstruction used for the drying of clothing.

a. All lot owners shall properly maintain the grass, vegetation, and landscaping for each lot, whether the lot is occupied or unoccupied.

b. Any lot that has a utility easement, drainage easement, access easement, sewage easement or any other type of easement as depicted and described on the surveys recorded in the Subdivision Maps (which shall include maps showing any lots that may be in the future annexed into the subdivision and made subject to these Restrictive Covenants) shall be maintained by each individual lot owner. In the event said lot owners fail to properly maintain the easement areas, Declarant or Declarant's successors or assigns may in its sole discretion cause the easement areas to be cut and maintained and all expenses of the maintenance shall be assessed against the lot owner or owners and the assessment shall be enforceable and paid as a lien against the real property to Declarant or its successors or assigns.

12. Satellite Dish and Antennas. Only satellite dishes twenty-four inches (24'') in diameter or smaller are permissible. No exterior antennas shall be placed, allowed, or maintained upon any portion of the community, including any lot.

13. No unlicensed motor vehicle shall be allowed to stand on any lot, street, or street right of way for more than forty-eight (48) hours. No stripped, partially wrecked, or junk motor vehicles, or part

thereof, shall be permitted to be parked or kept on any street, right of way or lot, in such a manner as to be visible to the occupants of other lots or the users of any street. No trucks, cars, other automobiles, or trailers of any kind shall be parked in the streets or along the street right of way. Specifically, all cars parked or stored within the subdivision must be registered with the N.C. Department of Motor Vehicles.

14. All driveways placed on a lot must be made of concrete. All driveway connections for each lot shall be installed to meet North Carolina Department of Transportation (NCDOT) "Typical Driveway Turnout Grades" and the driveway pipe shall be installed to meet NCDOT specifications and standards. Any driveway pipes or connections that are not properly installed and require any type of work or reinstalling before the NCDOT will accept the public road for addition to the state road system shall be the responsibility of the owner of each individual lot. Declarant, or its successors or assigns shall have the right to correct improperly installed driveways and be paid by the individual lot owner should the individual lot owner not remedy the driveway property which might delay NCDOT from accepting the road for maintenance. Declarant reserves unto itself and its successors and assigns the right to place driveway tile for purposes of ingress and egress for the maintenance and upkeep of the offsite septic lots.

15. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a lot shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence on the property. No slab, mobile homes, manufactured or modular homes shall be permanently or temporarily located on a lot. All houses shall be "stick built" and no house shall be moved onto any lot. Declarant reserves the right to erect and place a temporary sales office on any lot owned by it to be used as a sales office for a period not to exceed seven (7) years.

a. No trailer, tent, shack, or barn shall be erected or placed on any lot covered by these covenants. No storage shed shall be permitted on any lot covered by these covenants unless approved by the Declarant, in Declarant's sole discretion. No such building shall be built of old materials. All storage buildings must use new materials and shall be built of metal or other quality materials. All storage buildings shall match the general appearance of the residence on the lot on which they are placed. All playground equipment and storage buildings shall be placed to the rear of the main dwelling structure. No underground storage tanks are allowed, except tanks for rainwater. All fuel or propane tanks must be placed above ground level and the same will be screened on three sides to prevent view from the main road. In-ground pools are allowed with approval of Declarant, in Declarant's sole discretion. A privacy fence shall be required for any such pools.

b. Recreational vehicles, camping trailers, truck camping shells and boats are permitted; however, they shall be parked or located in the garage or rear of the dwelling. The riding of all-terrain vehicles (ATV's) SHALL NOT be permitted on any lot, street, right-of-way or property in the subdivision.

16. Fencing, etc. No building, outside lighting, newspaper box, screen planting, pools, fence or fencing, or any improvements shall be erected, placed, or altered on any property located within the subdivision including any building site or street right of way unless approved by the Declarant, in Declarant's sole discretion. Building plans, specifications, and plat plans showing the location of improvements on the building site must be approved in writing as to conformity and harmony of external design, external materials with existing structures in the area, as to location with respect to surrounding topographical features, finished ground elevation and neighboring structures by Declarant. No fence or fencing will be approved that is higher than four (4) feet when measured from the ground to the top of the fence in the front yard of any home. A fence of no more than six (6) feet is allowed in the rear of the

home. The owner must maintain any fence or fencing allowed in a good aesthetically pleasing condition. All fencing shall be subject to the prior approval by Declarant, in Declarant's sole discretion. Fences consisting of hog wire and chicken wire are expressly prohibited.

17. Mailboxes. No mailboxes, newspaper boxes, or other similar receptables are permitted on individual lots. All mail shall be delivered to a main mail kiosk located within the subdivision.

18. Declarant expressly reserves the right to change and amend these covenants from time to time. These covenants, and any changes or amendments hereto, are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years after the date these restrictive covenants are recorded, after which said restrictive covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners who then own a majority of the Lots in the subdivision agreeing to terminate said covenants. For the purposes of determining the number of people necessary to so terminate the covenants, each Lot shall be considered one full "vote" and for such Lot's vote to be counted, all persons having an ownership interest in such lot must execute the instrument.

19. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages. The Court may, in the Court's sole discretion, award attorney's fees, plus any costs, to the prevailing party in any civil action commenced to enforce these restrictive covenants. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforce the same. Any action filed to enforce these covenants shall be filed in the District or Superior Court of Johnston County, North Carolina.

20. Declarant may in their discretion, by annexation, subject additional land to the provisions of these Restrictive Covenants.

21. Once Declarant has sold all of the lots in the Subdivision to builders or other owners, Declarant may, in Declarant's sole discretion, assign all rights of Declarant under these Restrictive Covenants, including but not limited to all rights to approve plans for homes or other improvements to lots, to an Architectural Review Committee made up of at least three (3) owners of lots in the Subdivision who actually reside therein. Upon such assignment, Declarant would have no further obligations to the residents of the Subdivision under these Restrictive Covenants.

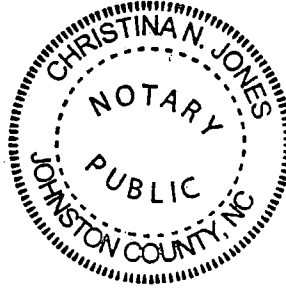
22. Invalidation of one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this the 6<sup>th</sup> day of October, 2011.

[SIGNATURE PAGES AND NOTARY CERTIFICATES APPEAR ON THE FOLLOWING PAGES]

On Top Building Company, LLC

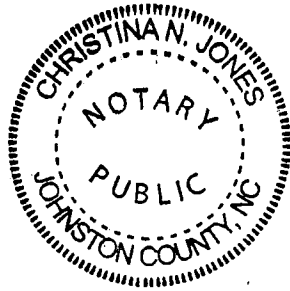
Brandie H. Robertson (SEAL)  
By: Brandie H. Robertson  
Title: member-manager



STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON

I, a Notary Public in and for said County and State, do hereby certify that Brandie H. Robertson personally came before me this day and acknowledged that he/she is member-mgr of On Top Building Company, LLC, a North Carolina LLC, and that in such capacity, and as duly authorized, executed the foregoing on behalf of On Top Building Company, LLC.

Witness my hand and notarial seal/stamp, this 6th day of October, 2021



Christine N. Jones  
Christine N. Jones, Notary Public  
My Commission expires: 9-26-2021

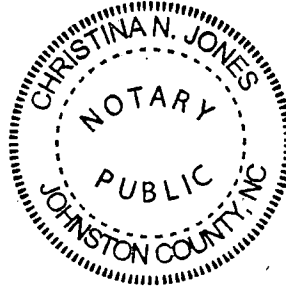
Homes by Michael Ford, LLC

*[Signature]*

(SEAL)

By: Michael A. Ford

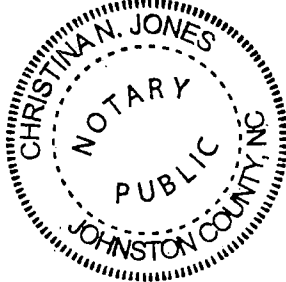
Title: Member-Manager



STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON

I, a Notary Public in and for said County and State, do hereby certify that Michael A. Ford, personally came before me this day and acknowledged that he/she is Member-Manager of Homes By Michael Ford, LLC, a North Carolina limited liability company, and that in such capacity, and as duly authorized, executed the foregoing on behalf of Homes by Michael Ford, LLC.

Witness my hand and notarial seal/stamp, this 6th day of October, 2021



*Christina N. Jones*  
Christina N. Jones, Notary Public  
My Commission expires: 9-26-2023