

Prepared By/Mail To: Whitaker & Hamer, PLLC 121 E. Main Street, Clayton, NC 27520

NORTH CAROLINA
JOHNSTON COUNTY

**RESTRICTIVE COVENANTS
GRAHAMS PLACE SUBDIVISION
Phase One**

KNOW ALL MEN BY THESE PRESENTS, that Miland, Inc. (hereinafter "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 GRAHAMS PLACE SUBDIVISION, a subdivision in Boon Hill Township, Johnston County, North Carolina, a map of which is recorded in Plat Book 103, Pages 340-342, Johnston County Registry, that all of said lots 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 designated as a single family lot shall be used except for residential purposes, and no single family for living purposes 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.
2. No single family dwelling shall be permitted on any lot which has a heated floor area of the main structure exclusive of open porches and garages of less than 1,400 square feet. In the sole discretion of the Declarant, there may be a variance of no more than ten percent (10%) regarding the square footage of any dwelling constructed in the subdivision. All foundations of any dwelling shall be constructed of brick, masonry, or any other material approved by Declarant.
3. Unless there is a governmental zoning ordinance that dictates otherwise, no single family dwelling shall be located on any lot nearer than 25 feet to the front line, or nearer than 10 feet to any side street line. No single family dwelling shall be located nearer than 20 feet from the rear line. No single family dwelling shall be located nearer than 10 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 and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant might decide to have installed for 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 or to authorize the installation, repairing, replacing and maintaining of such 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 or any other power company for the installation of street lighting, which requires a continuing monthly payment to Duke Energy or other 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 reserve unto themselves and their 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, natural 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 held independent of such title, and no such right, privilege or easement 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. 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 includes transfer trucks, flat bed trucks, dump trucks, tow trucks, box trucks and buses.
 - b. No vehicle, including, but not limited to motorcycles, cars, trucks vans or other similar vehicles shall be permitted to park on the grassed area of any lot between the street and the rear corner of the dwelling.
 - c. Commercial or business activity limited to designating and using an area of a residence as a home office not requiring inventory or client/customer visits shall be exempt from this paragraph prohibiting commercial or business activity, however shall be subject to section 7(a) and 7(b) described above.
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 kind 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, make 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage containers, clotheslines 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.

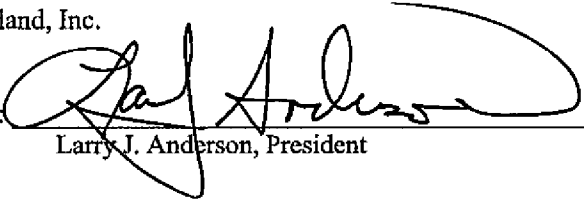
- a. All lot owners shall upkeep and maintain the grass, vegetation and landscaping for each lot, whether the lot is occupied or unoccupied, including, but not limited to, offsite septic system areas.
 - b. Any lot that has a utility easement, drainage easement, access easement, sewage easement or any other type of easement as depicted and described on the surveys recorded in Plat Book 103, Pages 340-342 of the Johnston County Registry shall be maintained by each individual lot owner extending from their property boundary to the paved area of any right of way including ditches, berm areas and sign easement areas. In the event said lot owners fail to upkeep and 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 and must be placed in the rear of the lot. The rear of the lot shall be defined as the area of the lot between the rear corner of the main dwelling and the property line furthest away from the front of the right of way.
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 properly licensed trucks, cars, other automobiles, or trailers of any kind shall be parked in the streets or along the street right of way for more than forty eight (48) hours in any one month and shall not be parked in front of any other lot owners lot at any time. Specifically, all cars parked or stored within the subdivision must be registered with the N.C. Department of Motor Vehicles. No vehicle shall be allowed to be parked in the front lot area of any main dwelling unless said vehicle is parked on a concrete driveway.
14. All driveways place on a lot must be made of concrete and be at least 10 feet in width and shall be a minimum length of 20 feet, unless determined otherwise in the sole discretion of the declarant. 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 owners should the individual lot owner not remedy the driveway property in which might delay NCDOT from accepting the road for maintenance. Declarant reserves unto itself and its successors and assigns the right to place the 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 out building 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 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. 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. All fuel or propane tanks must be placed above ground level and the same shall be screened on three sides by a lattice type material, or other material approved by Declarant to prevent view from the main road. Both above ground and in ground pools are allowed with approval of Declarant. A privacy fence shall be required for both above ground and in ground pools and shall be made of white plastic, fiberglass, or other approved synthetic material.
 - 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 (ATVs) 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. 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 topographical feature, 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 front and rear of the home shall be determined in the sole discretion of the Declarant. The owner must maintain any fence or fencing allowed in a good aesthetically appearing condition. All fencing shall be subject to the prior approval by Declarant. Only fencing of white plastic, fiberglass, or other synthetic material approved by Declarant, vinyl coated chain link and tubular metal are allowed. No wooden fencing is allowed.
17. Mail Boxes. No mailboxes, newspaper boxes, or other similar receptacles are permitted on individual lots. All mail shall be delivered to a main mail kiosk located within the subdivision. Each owner shall be responsible for their key and mailbox maintenance.
18. No items of either a temporary or permanent nature shall be placed, stored or installed on any section of the dedicated public right-of-way as shown on said plat recorded in Plat Book 103, Pages 340-342, Johnston County Registry, including, but not limited to, basketball goals, soccer nets, flag poles, or any other items excepting vehicles as allowed in Paragraph 13 of these Covenants.

19. 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 all persons claiming under them for a period of ten (10) 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 a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
20. 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 award attorney's fees, plus any costs, to the prevailing party in any subsequent civil action. 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. Once Declarant has deeded all lots, enforcement shall be by then lot owner(s) and Declarant shall no longer have any enforcement authority.
21. Invalidation of 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.

IN WITNESS WHEREOF, Declarant has hereunto set their hands and seals, this the 5th day of August, 2025.

Miland, Inc.

By: 

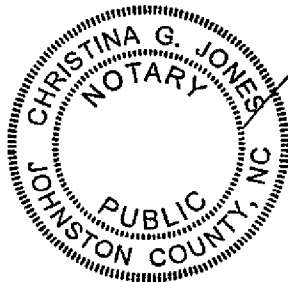
Larry J. Anderson, President

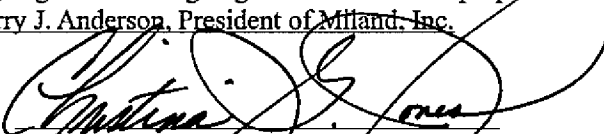
STATE OF NORTH CAROLINA

COUNTY OF Johnston

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Larry J. Anderson, President of Miland, Inc.

This the 5th day of August, 2025.




Notary Public

Christina G. Jones
Notary Public (Print)

My Commission Expires: 3/27/2029