

*Amending to*  
FOR ~~BOOK 1560~~ *Covenants*  
SEE BOOK 1560 PAGE 655  
THIS 3 DAY OF Dec. 1996  
PHYLLIS N. WALL, REGISTER OF DEEDS  
BY: S. Sullivan *clerk*

23531

BOOK 1560 PAGE 645

Prepared by and return to: Allen R. Tew, P.A., P.O. Box 145, Clayton, NC 27520

STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON

DECLARATION OF RESTRICTIVE COVENANTS  
FOR GARRISON SUBDIVISION  
PHASE TWO

THIS DECLARATION, made this 26<sup>th</sup> day of November, 1996, by F. STEVEN SHIPWASH, and wife, MARCIA H. SHIPWASH, of Johnston County, North Carolina, hereinafter called "Declarants";

W I T N E S S E T H :

That WHEREAS, the Declarants, F. Steven Shipwash and wife, Marcia H. Shipwash, are the owners of all of the lots in Garrison Subdivision, Phase Two, according to a plat recorded in Plat Book 49, at Page 40, Johnston County Registry.

WHEREAS, the Declarants are desirous of subjecting the property located in said subdivision described in the above-referenced recorded plat, to the Protective Covenants hereinafter set forth.

NOW, THEREFORE, the Declarants hereby declare that the real property described and referred to hereinabove and also hereinafter in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed, subject to the protective covenants set forth in the various Articles of Declaration, is located in Johnston County, Clayton Township, North Carolina, and being described as follows:

Being all of those lots set forth and described in that map styled "Garrison Subdivision, Phase 2", in Clayton Township, Johnston County, North Carolina, dated October 23, 1996, by Lewis & Associates Surveyors, P.A., said map being recorded in Plat Book 49,

Page 40, of the Johnston County Registry, reference to the same being herein made for a more complete and accurate description of the property subjected to these protective covenants. These covenants apply to all of the lots described and delineated on said map referred to hereinabove.

#### ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development of each lot thereof to protect the owners of Lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets, lot lines, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement on said property, and thereby to enhance the values of investments made by purchasers of lots therein.

#### ARTICLE III

No lot shall be used, except for residential purposes. No building shall be erected, altered, placed, or be 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 two cars.

Prior to the construction of any improvements on any lot in this subdivision, the owners must obtain the prior approval of F. Steven Shipwash or someone designated by him or on his behalf to review and approve the plans and specifications to insure that the objectives set forth in Article II hereinabove, shall be attained. Approval shall not be unreasonably withheld.

#### ARTICLE IV

All lots shall have a minimum front setback line of 30 feet, an interior lot side setback line of 10 feet, and a side street setback line of 20 feet. A detached garage may be placed 5 feet from the side lot line and 5 feet from the rear lot line, provided such detached garage is located at least as far back from the front lot line as the rear of the residence. All setbacks stated herein are as set forth in the current building setback codes of the City. Should the City amend it's current setback code, the Declarant has the option to waive these setback regulations stated herein, and use the amended setback codes established by the City. Declarants reserve the right to waive minor violations of the setback and side line requirements as set forth in this paragraph. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.)

#### ARTICLE V

All fences must be approved prior to being installed by Declarant or his designee. No fences are to be allowed any nearer the front of said lot than the rear of the house located on the lot. All fences have to meet a minimum building set back line except when approved

otherwise by Declarant or his designee.

#### ARTICLE VI

Any single level dwelling house, which shall be erected on any lot, shall have at least 1,120 square feet of heated, living area.

#### ARTICLE VII

Declarant reserves the right to alter the lot size of any lots and to utilize portions thereof as a street or road for access to future development and to recombine or alter portions of any other lots. Declarant or someone designated by him in writing shall have absolute authority to waive minor violations of these restrictions. A minor violation of these restrictions shall be construed to mean not more than ten (10) percent.

#### ARTICLE VIII

No noxious or offensive trade or 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 signs, except those that are small and not unsightly as may be needed to advertise homes or lots for sale, shall be erected or maintained on the premises of any of said lots. No trade materials or inventories may be stored upon the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop, or gift shop, shall be carried on upon any lot.

## ARTICLE IX

No trailer, basement, tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation, temporarily or permanently. Basement as herein referred to means a structure which constitutes a basement alone and is lived in over a period of time without the addition of a top portion of the same for a house thereon according to the other restrictions referred to herein. However, there shall be permitted and allowed upon any lot covered by these covenants, a storage building so long as the same is substantially the same size as a one-car garage, and is not unsightly in appearance and is so as to conform with the other structures on said lot and in the surrounding area and is not located closer to the front line of the lot than to a line parallel with the back or rear line of the dwelling house.

## ARTICLE X

No animals, livestock or poultry shall be raised, bred, kept or allowed to remain on any lot other than household pets, and household pets shall not be bred or maintained for commercial purposes. All pets must be confined to the homes or to the property of the owner of the pets or be on a leash. No more than two pets of the customary household variety may be kept on any lot. All pets that run loose are subject to be picked up by the Johnston County Animal Control at the request of the Declarant or his designee.

## ARTICLE XI

Easements for the installation and maintenance of utilities and drainage facilities 5 feet in width are reserved over the rear, front and side lot lines of each building lot. Such easements are for

water, sewer, electrical, natural gas, and telephone service, as well as other utility services that can be provided within the easement area. A 10 foot wide slope, utility and drainage easement is reserved along all front lot lines. The developer reserves the right to subject the real property in this subdivision to a contract with the Town of Clayton and Carolina Power & Light or the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to the Town of Clayton by the owner of each building.

#### ARTICLE XII

All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No satellite TV disc or exposed exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any said lot, except small antennas may be attached to the dwelling house.

#### ARTICLE XIII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner or members of his family living with him in the household situate upon the premises. No heavy equipment such as construction equipment, to include: bulldozers, backhoes, front-end loaders, cranes and similar earth moving equipment; or logging equipment such as: skidders, loaders, trucks used for the transportation of timber or lumber products, dump trucks, trucks greater than 2.5 tons capacity or semi-truck will be permitted to remain on any lots overnight or within

or on the streets of this subdivision, except for purposes of home construction during building process.

ARTICLE XIV

(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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(b) No automobile or motor vehicle may be dismantled or repaired on said property; no mechanically defective automobile, motor vehicle, mechanical device, machine, machinery, or junk car, shall be placed or allowed to remain on said property at any time.

ARTICLE XV

All driveways shall be paved with asphalt or concrete.

ARTICLE XVI

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 11-25-2016, at which time said covenants shall be extended for successive periods of five (5) years unless, and until a majority of the then owners of the lots covered by these covenants should vote to amend or terminate these covenants.

ARTICLE XVII

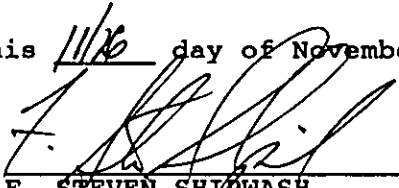
Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed

as a waiver of any enforcement rights and shall not prevent the enforcement of any such covenant or covenants in the future.

ARTICLE XVIII

Prior to the filing of these restrictive covenants, Articles of Incorporation have been filed establishing Garrison Homeowners Association, Inc. The purpose for which the corporation or organized is to promote and develop the common and good and social welfare of the residents of Garrison Subdivision which is the subdivision developed originally by F. Steven Shipwash and wife, Marcia H. Shipwash, on a tract of land located in the Clayton Township, Johnston county, North Carolina. In order to fulfill the purpose of the Association, the Association shall maintain the street lights, road shoulders, and any common areas given to the Association, including, but not limited to, any recreation property which may be conveyed to the Association by the Declarants in the future. The initial Association maintenance dues shall be \$10.00 per month prorated and payable yearly until the Association shall determine that a different annual amount of dues shall be payable.

WITNESS our hands and seals this 11/16 day of November, 1996.

  
\_\_\_\_\_  
F. STEVEN SHIPWASH (SEAL)

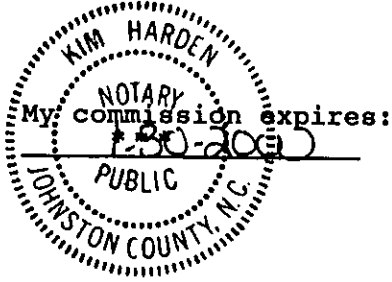
  
\_\_\_\_\_  
MARCIA H. SHIPWASH (SEAL)

NORTH CAROLINA  
COUNTY OF JOHNSTON

I, Kim Harden, a Notary Public for the County and State aforesaid, certify that F. STEVEN SHIPWASH and wife, MARCIA H. SHIPWASH, Declarants, personally appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and official stamp or seal this 26th day of November, 1996.



Kim Harden  
Notary Public

State of North Carolina - Johnston County

The foregoing certificate(s) of Kim Harden

Notary(Notaries) Public is(are) certified to be correct.

This instrument was presented for registration and recorded

In Book 1560 Page 645

This Nov 26 1996 at 2:45 PM

Phyllis N. Wall Rhonda H. Penny  
Register of Deeds Deputy Register of Deeds