

NORTH CAROLINA

FRANKLIN COUNTY

RESTRICTIVE COVENANTS FOR LAKE ROYALE
SUBDIVISION, (Formerly Lake Sagamore
Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Lake Royale Corporation is the sole owner in fee simple of those certain tracts or parcels of land lying and being in Cypress Creek Township, Franklin County, North Carolina, and being known as Lake Royale Subdivision, (formerly Lake Sagamore Subdivision), as the same are shown on maps thereof designated Map 9, Map 10, and Map 11 as recorded in Plat Record File No. 1, Slides 99-105 inclusive, in the Office of the Register of Deeds of Franklin County, North Carolina, reference to said plats being hereby specifically referred to for a more particular and accurate description of said property;

THAT WHEREAS, the said Lake Sagamore Subdivision was subject to certain restrictive covenants of record which were recorded in Plat Book 12 of the Franklin County Registry and also which were recorded in Deed Book 696 at Page 406-414 of the Franklin County Registry and it is the desire and intent of the said Lake Royale Corporation to continue the development of said property in harmony with the original design for Lake Sagamore Subdivision and in order to protect all persons owning property within the boundaries of the old Lake Sagamore Subdivision by similar restrictions; that these covenants and restrictions are essentially the same as those previously recorded for Lake Sagamore Subdivision and it is the desire of the undersigned that purchasers and subsequent owners of said property be protected by the covenants hereinafter set forth and those set forth by former owner of Lake Sagamore Subdivision to the mutual advantage of the owners or the purchasers of any and all of said properties;

NOW, THEREFORE, in consideration of the premises and as an inducement and incentive to the prospective owners to purchase and develop said property, the undersigned does hereby covenant and agree to and with all persons, firms, or corporations hereinafter acquiring any property in the above described subdivision, that all of the lots on Maps 9, 10 and 11 above referred to shall be and are hereby subject to the following restrictions as to the use thereof running with said property by whomsoever owned, and all subsequent conveyances thereof shall be subject to the terms, restrictions, and conditions of the following covenants as specified and for the periods of time indicated, and all Deeds for said subdivision properties shall be made subject to restrictive covenants of record, which are as follows, to-wit:

1. USE: Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to rezoning (if any), and zoned as recreational areas, commercial or camping lots on the recorded plats by Lake Royale Corporation. Grantee agrees that the use of any of the hereinafter mentioned areas in Paragraphs 2, 3, 4 and 5 shall be subject to approval of Grantor, his heirs, executors or assigns and/or as established by Lake Royale Property Owners Association, Inc., as herein provided and to comply with all rules and regulations from time to time promulgated by said Association.

2. RESIDENTIAL LOTS:

A. Not more than one single family dwelling house may be erected or constructed on any one residential lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, mobile homes, campers, tents, utility or storage buildings, canopies, or similar structures shall be erected, moved to or placed upon said residential lot. All building exteriors must be completed within six months from the date the construction commences.

B. No residence shall have less than 900 sq. ft. of living space on the ground floor, or first floor, exclusive of porch area. No porch or projection of any building shall extend nearer than thirty (30) feet to any road right of ways, nor nearer than ten (10) feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water elevation of any lake

Book 1085 Page 642-654
in Book 1085 Page 655-670

See Amended Restrictive Covenants in Book 1085 Page 28-39

See Amended Restrictive Covenants in Book 1053 Page 154-170

See Amended Restrictive Covenants in Book 1005 Page 829-838

See Amended Restrictive Covenants in Book 1005 Page 127-134

See Amended Restrictive Covenants in Book 1005 Page 127-134

located within Lake Royale Subdivision, except as shown on recorded plats, and in no event shall any dwelling be erected below an elevation of five (5) feet above the normal water elevation of any lake located within Lake Royale Subdivision.

C. Plans and specifications must be submitted to Lake Royale Property Owners Association for any structure or improvement to be erected on or moved upon or to any lot, the proposed location thereof on said lot or lots, the construction material to be used, the roof and exterior color schemes, as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the approval of Lake Royale Property Owners Association, Inc. or its duly authorized agent before any such work is commenced. Said Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Association or when (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, (2) the plans and specifications submitted are incomplete, or (3) the Association deems the plans, specifications or details or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Association shall be final. Neither the Association, its agents nor Lake Royale Corporation or its agents shall be responsible for structural deficiencies, or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

D. No outside toilet shall be allowed on the premises. No untreated waste from any lot shall be permitted to enter any lake within Lake Royale Subdivision. Each residential dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirements of the Franklin County Health Department or other governing legal authority. Each lot owner shall obtain approval from the appropriate legal authority prior to the installation of any sanitation system and shall further be bound by all orders or recommendations of such authority and/or authorities with regard to water supply to said lot, repair, alteration or replacement of the installed sanitary unit. No drain field, or other disposal system shall be allowed nearer than sixty (60) feet to the normal water elevation of any lake located within Lake Royale Subdivision.

Lake Royale Corporation has authorized the Franklin County Commissioners to establish a Sewer Authority to serve residential lots within Lake Sagamore Subdivision (now Lake Royale Subdivision). If and when said Sewer Authority determines it feasible to provide a central sewer system, the cost of same may be assessed to the residential lot owners within Lake Royale Subdivision.

CAMPING LOTS:

A. Camping lots as defined herein are those lots to be used exclusively for single family temporary camping purposes and for placement thereon of travel trailers, tent trailers, commercially produced recreational vehicles, pick-up truck campers, motor homes, tents and other vehicles commercially produced to be used for camping. All vehicles and tents as herein described must be inspected and approved by Lake Royale Property Owners Association or its duly authorized agent, prior to placement on any camping lot within Lake Royale Subdivision.

B. No camping lot shall be used as a residence nor, without the written permission of Lake Royale Property Owners Association or its duly authorized agent, be continuously occupied with a camping installation for a period in excess of sixty (60) days. Camping lots and installations shall be inspected weekly or at the discretion of said Association or its duly authorized agent to insure strict compliance with all restrictions set forth herein.

C. No structures, including, but not limited to, dwellings, mobile homes (trailers exceeding forty (40) feet in length and eight (8) feet in width, not commercially produced to be used for camping), garages, sheds, fuel storage tanks, "A-frames", boat houses, waste-receptacle bins or houses, clothes-drying facilities, and television or radio antennas above ground level, shall be constructed or be permitted to remain on camping lots. This restriction, however, does not extend to prohibiting hard-stands, approximately level with the surrounding ground, constructed or maintained as camping vehicle parking spaces or tent floors; nor does it include vegetation planted

-3- 27

or trimmed for landscaping purposes; nor does it prohibit the use of tent or awning frames, platforms, canopies, antennas, lines, poles and similar temporary forms provided the same are removed when the camping lot is not occupied. No vehicle or tent as hereinbefore described shall be placed nearer than thirty (30) feet to any road right of ways, nor nearer than ten (10) feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water elevation of any lake located within Lake Royale Subdivision.

D. No outside toilet shall be allowed on the premises. No untreated waste from any lot shall be permitted to enter any lake within Lake Royale Subdivision. No sewage, garbage, liquid or solid waste disposal systems, pits, "post holes", buried metal drums, or other similar structures or operations shall be permitted on any camping lot. All travel trailers, tent trailers, commercially produced recreational vehicles, pick-up campers, motor homes and other camping vehicles having sewage drains shall have said drains sealed for the duration of their stay on any camping lot. All sewage, solid wastes and trash must be disposed of at maximum time intervals of three days duration at dumping or trash stations or other places provided therefor off of camping lots. Any person using a camping installation without holding tank capabilities must use comfort centers provided for the disposal of all wastes, both liquid and solid, as required.

4. COMMERCIAL LOTS: Commercial lots as defined herein are those lots to be used exclusively for general business and/or commerce.

5. RECREATIONAL AREAS: Recreational areas as defined herein are those areas to be owned in common by all members of Lake Royale Property Owners Association, Inc., such as but not limited to green ways, picnic areas, boat dock areas, bridle paths, beaches, comfort centers and lakes. Said areas are for the exclusive recreational use of Association members and their invitees. Camping will be permitted on recreational areas.

6. MAINTENANCE FEES, LIMITATIONS ON SALE: Each lot owner within Lake Royale Subdivision shall be subject to an annual dues charge of \$60.00 which he agrees to pay to Lake Royale Property Owners Association, Inc., its successors and assigns, as provided in the Code of Regulations of said Association, annually, on the 1st day of July commencing in the year following the date of the Agreement to Purchase, for the improvement, maintenance and upkeep of the various areas reserved for the use of the property owners, as well as all private roads, lake basin and dam area, irrespective of whether the privileges of using such areas are exercised or not and shall further, upon applying for membership in said Association, pay the initiation fee as is then established by the Association pursuant to its Code of Regulations. Grantee, for himself, his heirs, executors and assigns, further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring property covenant and agree, as aforesaid, to pay to Lake Royale Property Owners Association, Inc., its successors and assigns, all charges past and/or future as provided in, and in strict accordance with the terms and provisions hereof.

As part of the consideration herein, Grantee for himself, his heirs, executors or assigns, agrees that he will not sell, assign or convey any lot to any person or persons, not approved for membership in Lake Royale Property Owners Association, Inc., and all persons owning residential and/or camping lots in said Subdivision shall be members of said Association.

7. NUISANCES: No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Lake Royale Corporation or its successors or assigns. All lots must be kept in a tidy manner as determined by Lake Royale Corporation or its successors or assigns. Failure to do so will result in maintenance of said lot by Lake Royale Corporation or its successors or assigns, in which event a proper charge for the same will be assessed and collected as provided in Restriction Number 11 hereof.

8. BOAT DOCKS: No boat docks, floats or other structures extending into a lake shall be constructed or placed into or on any lake within Lake Royale Subdivision

without prior written approval of Lake Royale Corporation or its successors or assigns. Use of the lakes shall be in compliance with the rules and regulations of the Lake Royale Property Owners Association, Inc.

9. **UTILITY EASEMENTS:** Lake Royale Corporation, for itself, its successors, assigns and licensees reserves an easement upon all sixty (60) foot road rights of way, reserves a fifteen (15) foot wide easement along all road rights of way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. If and when the Sewer Authority established by the Franklin County Commissioners determines it feasible to install a central sewer system, such Authority shall have, and it hereby is granted the right, along with other authorized utilities, to use the herein reserved easements to install and maintain such central sewer system. Exceptions: (1) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement unless it is shown on recorded plats; (2) no easement shall exist on that portion of any water front lot running along or abutting the shoreline of any lake within Lake Royale Subdivision unless shown on the recorded plats, except, however, Lake Royale Corporation, for itself, its successors, assigns and licensees reserves the right to cause or permit drainage of surface water over and/or through said lots. Lake Royale Corporation, its successors or assigns and licensees reserves an easement on, over or under all road rights of way for the purpose of installing, operating, and maintaining the above mentioned utilities and drainage. The owners of said property shall have no cause of action against Lake Royale Corporation, its successors, assigns, or licensees either at law or in equity excepting in case of any damages caused said property, by reason of willful negligence in installing, operating, removing or maintaining the above mentioned installations. Lake Royale Corporation, its successors and assigns, reserves all mineral rights to the lands hereto, and the rights for the installation of television cables.

10. **WATER AVAILABILITY, CONNECTION AND FEES:** Grantee for himself, his heirs, executors, or assigns, agrees that as a consideration of sale, and as a condition precedent to the installation of water mains adjacent to the lots as herein described and as appears on the map of Lake Royale Subdivision, which said mains are to be located by Lake Royale Corporation, its successors, assigns or licensees that the Grantee(s) jointly and severally promise to pay to the Grantor, its successors, assigns or licensees a minimum of \$5.00 per month, payable annually in advance, so long as water service is available. Payment for the first year or part thereof shall be due on the first day of the month immediately following the availability of water service to Grantee, his heirs, executors or assigns, whether or not actual water service connection is then in existence to said Grantee, his heirs, executors or assigns, for the period beginning with said month and ending on September 30th subsequent thereto, and thereafter due and payable in the amount of \$60.00 annually in advance on the first day of October of each year. The foregoing charge is for the availability of water service and is not a contribution in aid of construction. Grantor, its successors, assigns or licensees upon receiving a written request and \$195.00 will install a water service connection from the main to the Grantee's lot line. The aforesaid charge for availability of water service becomes a charge for water service upon installation of said water service connection.

The aforesaid charges are subject to change by the North Carolina Utilities Commission. Exceptions and further explanations pertaining to conditions for water service have been, or will be, recorded in the Office of the Recorder of Franklin County, North Carolina, and are hereby incorporated in and expressly made a part of this Agreement by reference.

No individual water wells shall be allowed on any lot, and each lot owner shall use the water supply from the Public Utility Water Company owning and operating waterworks facilities within Lake Royale Subdivision.

-5-

39

Charges for water service and/or for the availability of water service which are not paid within ten (10) days after the first day of the month in which they are due shall be increased by a ten percent (10%) overdue charge. Any costs incurred by the Grantor, its successors, assigns or licensees in the collection of the aforesaid charge shall be borne by the Grantee, his heirs, executors or assigns. It is understood and agreed that the above-mentioned consideration, if unpaid, shall constitute a lien encumbrance on or against said lot, tract or parcel of land, which lien shall be equal to and shall participate with other liens as provided by law.

11. COVENANTS RUNNING WITH THE LAND, DURATION OF RESTRICTIONS: These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns, and if said Grantees, their heirs, executors, administrators, successors or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person, persons, or legal entity owning any land in the subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, or to recover damages for such violation. The restrictions, conditions, covenants or agreements set forth in Paragraphs 1, 2, 3, 7, 9, 10 and 11 shall continue until January 1, 2022 A.D. and all other restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1978. All restrictions may be thereafter, changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds of the said lots so agree in writing, or by action of the Lake Royale Property Owners Association at a meeting duly called for said purpose by a vote of at least a majority of the members thereof. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

The undersigned, Lake Royale Corporation, does further certify that Maps 9, 10 and 11 for Lake Royale Subdivision lie within the boundaries of that subdivision formerly known as Lake Sagamore Subdivision; that the said Lake Royale Corporation purchased all unsold portions of Lake Sagamore Subdivision from the successors in title to said lands of North Carolina American Realty Service Corporation; that at the time of said purchase, the lands included within Maps 9, 10 and 11 had not been subdivided, plats prepared thereof and said plats recorded in the Office of the Register of Deeds of Franklin County, North Carolina; that it is the purpose of the undersigned Lake Royale Corporation to complete the actual subdividing of said lands within the area formerly known as Lake Sagamore Subdivision and that all references to other plats made on the plats of Lake Royale as recorded in Plat Record File No. 1, Slides 99-105 refer to plats of Lake Sagamore Subdivision prepared by North Carolina American Realty Service Corporation and recorded in Map Book 12 in the Office of the Register of Deeds for Franklin County, North Carolina, which said plats are specifically designated for purpose of incorporating survey data for adjoining boundary lines, control corners and physical features to join and connect Lake Royale Subdivision with the existing and pre-recorded plats for Lake Sagamore Subdivision.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be executed in its corporate name by its duly authorized corporate officers, and its corporate seal attached, this the day and year first above written. This the 24 day of November, 1978.

LAKE ROYALE CORPORATION

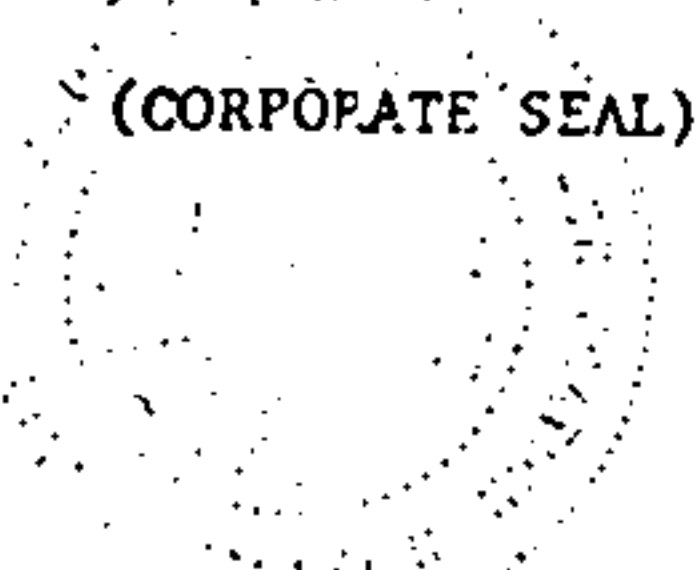
By: Alfred J. Patton

Vice-President

ATTEST:

John W. Brown
Secretary

(CORPORATE SEAL)



STATE OF MississippiCOUNTY OF Jackson

I, Hiram H. Nelson, a Notary Public, do hereby certify that J. W. Swaff, personally appeared before me this day and acknowledged that he is Secretary of Lake Royale Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by its name by its Vice-President, sealed with the corporate seal, and attested by himself as its Secretary.

Witness my hand and notarial seal this the 8th day of November, 1978.

Hiram H. Nelson
Notary Public

My Commission expires: 1/26/82
(SEAL)

NORTH CAROLINA
FRANKLIN COUNTY

The foregoing certificate of Hiram H. Nelson, a Notary Public of Jackson County, Mississippi, is certified to be correct.
This the 14th day of November, 1978.

Martha D. Shearin
Martha D. Shearin
Register of Deeds

NORTH CAROLINA
FRANKLIN COUNTY

Filed for Registration the 14th day of
Nov, 1978 at 8:30 A.M. and
registered the 14th day of NOV.
A.D. 1978 in Book 768 Page 203-208 (Book 762)

MARTHA D. SHEARIN REGISTER OF DEEDS
BY Martha D. Shearin