

Prepared by and return to George N. Hamrick, P. O. Drawer C,
Wendell, N. C. 27591

NORTH CAROLINA

FRANKLIN COUNTY

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made this 24th day January, 1985, by Ole Heritage Realty, Inc., a North Carolina corporation, hereinafter called "Declarant",

W I T N E S S E T H

That whereas, the Declarant is the owner of the real property described in Article I of this declaration and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to 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 articles of this declaration is located in the County of Franklin, State of North Carolina, and is more particularly described as follows

Being all of the lots located in Lakeside Farms, as the same are shown by map recorded in Plat Record File 2, Slide 95, Franklin County Registry.

The real property described in Article I hereof is subject to the Protective Covenants and restrictions hereby declared to insure the best use and most appropriate development and improvement 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 porportioned 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 the lots, to prevent hazardous and inharmonious improvement on the lots, to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be 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 two cars.

ARTICLE III

SITE AND PLAN DEVELOPMENT. No building, fence, storage building, detached garage, workshop or any other structure shall be erected, placed or altered on any premises in said development

until the building plans, specifications and plot showing the location of such improvements, have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by a duly authorized representative of the declarant. No fence or wall shall be erected, placed or altered on any lot unless similarly approved by the duly authorized representative of the declarant. In the event said duly authorized representative of the declarant shall fail to approve or disapprove of such design or location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof in the case of major improvements, such approval will not be required and this covenant will be deemed to have been fully complied with.

ARTICLE IV

DWELLING SIZE. Except with the prior written approval of the duly authorized representative of the declarant, no single story residential structure which has a heated area of less than 1,400 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot, no story and one-half residential structure which has a heated area of less than 900 square feet finished and a total of 1,300 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lots, no two-story residence, exclusive of porches, breezeways, steps and garages which has a heated area of less than 700 square feet finished and a total of 1,400 square feet shall be erected or placed or permitted to remain on any lot. Declarant reserves the right to waive in writing any minor violation of this article, and for purposes hereof, any violation which does not exceed ten percent shall be considered a minor violation.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 50 feet. No building shall be located on any lot further from the front line than 125 feet. No building shall be located on any lot nearer to a side street than 25 feet in the case of a corner lot. The duly authorized representative of the declarant may for good cause waive a violation of the setback requirement provided for herein. This waiver shall be executed in writing and recorded in the Office of the Register of Deeds of Franklin County. A document executed by the duly authorized representative of the declarant shall be, when recorded, conclusive evidence that the requirements of this article have been complied with. No building or garage shall be located nearer than 12 feet to an interior lot line. For the purpose of this covenant, eaves, steps, chimneys and stoops shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive in writing any minor violation of this article of this declaration and for purposes hereof, any violation which does not exceed twenty percent shall be considered a minor violation. Declarant reserves the right to waive these requirements if they pertain to the placement of an accessory building provided that said placement does not violate any applicable governmental zoning requirement.

ARTICLE VI

PERIOD OF CONSTRUCTION. Any construction begun on any lot covered by these protective covenants must be completed not later than one year from the date that said construction commences.

ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow or drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which may require a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

ARTICLE VIII

NUISANCES. 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 or billboards shall be erected or maintained on the premises, except that a real estate marketing sign of a size traditionally used in Franklin County shall be allowed upon the premises for the purpose of advertising the fact that a house is for sale. No trade materials or inventories may be stored or regularly parked on 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 rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE IX

TEMPORARY STRUCTURE. No structure of a temporary character, including, but not limited to, a trailer, mobile home, tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. No transmission receiving devices (satellite dish) shall be placed or erected on any lot closer than 12 feet to any side line. In addition, no transmission receiving devices (satellite dish) shall be placed in front of or beside the house erected on any lot.

ARTICLE X

FOUNDATION AND FIREPLACES. Except with the prior written consent of the duly authorized representative of the declarant, all foundations and fireplaces on any structure erected on any lot covered by these covenants shall be of brick masonry construction.

ARTICLE XI

ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats and other household pets which may be kept provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XII

APPEARANCE. Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasant appearance. No lot shall be used or maintained as a dumping ground for rubbish,

and all trash, garbage or other wastes shall be kept only in sanitary containers. In the event an owner does not properly maintain his building site as above provided, the declarant may have any required work done and the cost for such work shall be paid by the owner. All equipment for the storage and disposal of trash and rubbish shall be kept in a clean and sanitary condition.

ARTICLE XIII

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages for said violation.

ARTICLE XIV

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

ARTICLE XV

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order in no way shall effect 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 provisions of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the declarant has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, by the order of its Board of Directors duly given, all as of the day and year first above written.

(Corp. Seal)

OLE HERITAGE REALTY, INC., a
North Carolina corporation

BY

W. H. Ray
President

ATTEST

George M. Ray
Secretary

NORTH CAROLINA
WAKE COUNTY

This is to certify that on the 30th day of January, 1985, before me personally came George M. Ray, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Secretary of Ole Heritage Realty, Inc., the corporation described in and which executed the foregoing instrument, that he knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said George M. Ray, and that the said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and seal this 30th day of January, 1985.

Sandra Curtis
NOTARY PUBLIC

My commission expires My Commission Expires 11 17 88

North Carolina, Franklin County

The foregoing certificate of Sandra Curtis Driver, a Notary Public is certified to be correct. This the 8th day of February, 1985.

Martha D. Shearin
Martha D. Shearin, Register of Deeds

NORTH CAROLINA
FRANKLIN COUNTY
Filed for Registration the 8th day of February AD 1985 at 1:50 P.M.
Recorded the 1985 day of February
1985
Martha D. Shearin
197-201