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Franklin County North Carolina
Brandi S. Davis Register of Deeds

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PREPARED BY AND RETURN TO: Warren Shackelford Thomas, Attorneys PLLC
Post Office Box 1187
Wake Forest, NC 27588

NORTH CAROLINA
FRANKLIN COUNTY

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made this 15th day of August, 2016, by HOLDEN DEVELOPMENT, LLC (hereinafter called "Declarant"), of Franklin County, North Carolina;

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described below and desires to subject said real property to the Protective Covenants hereinafter set forth; and

WHEREAS, the Property is a single family development approved by the appropriate governmental authorities of Franklin County, North Carolina, now known as LAUREL OAKS SUBDIVISION; and

WHEREAS, Declarant hereby declares that the following described real property located in Franklin County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth. This real property is described as follows:

Being all of Lots 1 through 40 of Laurel Oaks Subdivision as shown on that plat recorded in Book of Maps 2016, Pages 170-172, Franklin County Registry; and

NOW THEREFORE, in consideration of the premises and of the benefits and duties herein contained, that the Property shall be held, sold, and conveyed subject to the following covenants, easements, conditions and restrictions, which shall run with the land, the real estate described, and shall be binding on all parties having a right, title or interest therein, including, but

submitted electronically by "Warren Shackelford, Attorneys, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Franklin County Register of Deeds.

not limited to Lessees, along with heirs, successors and assigns and which shall inure to the benefit to each owner thereof.

- 1) All dwellings shall be used for single family residential purposes only as defined by Franklin County zoning code and shall have finished ground floor area, exclusive of basements, porches, and garages of a minimum of 1,700 square feet for all homes. Yards must be seeded and landscaped in front, back, and on each side. All stumps, debris and waste material from construction shall be removed from the lot immediately upon completion of the residential building.
- 2) Declarant shall have the right to establish an architectural review committee which shall be responsible for overseeing all types of construction. Prior to construction, a complete set of plans and specifications for any dwelling, garage, outbuilding, storage building, fencing, driveway, in-ground swimming pool (no above-ground pools allowed), or any other structure to be placed on a lot shall be presented to the architectural review committee or to Declarant. These plans and specifications shall include design, materials, and location on the lot as well as a landscaping plan. The architectural committee and/or Declarant shall have 30 days within which to approve or disapprove the plans and specifications.
- 3) Unless Franklin County subdivision regulations specify otherwise, no dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right of way) than 50 feet; nearer to any side street than 25 feet; nearer to any side property line other than a side street than 15 feet; or nearer to any rear lot line than 25 feet. Five (5) feet of space of each lot adjoining the sidelines shall be reserved for utility easements. All dwellings shall have a minimum of 8 feet by 12 feet main roof pitch. No dwelling shall have metal roofing, except for copper accent roofing, logs of any sort, or cinder block, unless used on the exterior

foundation and then covered with vinyl siding or brick or another approved surface by Declarant. All dwellings shall have concrete driveways from street to house. Any parking area for vehicles shall be a concrete parking pad. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, PROVIDED, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site. No mobile homes, single-wide or double-wide or manufactured of any kind, shall be allowed.

- 4) No lot or portion shall be dedicated or used for a private or public street by anyone other than Declarant. Declarant specifically reserves the right to reconfigure any lots which have not yet been sold by Declarant to third parties for easement or other access purposes. No lot in the subdivision may be subdivided except as deemed necessary by Declarant as set out in the previous paragraph. This shall prevent any owner from splitting a lot into two or more lots.
- 5) All utility lines, water, sewer, gas, electrical, telephone, cable and others shall be underground. All propane gas, oil and other storage tanks must be buried underground. Notwithstanding this restriction, LP gas tanks of one hundred twenty gallons or less may be above ground provided they are located behind the dwelling and are not visible from the street in front of said dwelling.
- 6) 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 any annoyance or nuisance to the subdivision or any adjoining neighbor. No heavy duty trucks or tractor trailers may be parked in the subdivision except during construction. No signs or billboards shall be erected or maintained on any lot other than real estate signs. No trade materials or inventories may be stored or regularly parked on any lot. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a dwelling if there is not client or customer traffic to the office. No motorbikes, go-carts, or three or four wheel recreational vehicles shall be operated on lots in the subdivision or on any street in the subdivision. Any other type of motor vehicle or machinery that is excessively loud is also prohibited.

- 7) No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any lot at any time as a residence, either temporarily or permanently.
- 8) No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other lot owner.
- 9) Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision or in the front yard of any lot. All boats, travel trailers and campers shall be kept in the back or side yard. No inoperable vehicle shall be kept in the subdivision. If work or repairs are being done on a vehicle, such work or repair shall be done promptly, or the vehicle shall be removed from the subdivision; however, notwithstanding this provision, no major repair work shall be done outside of the garage of any dwelling.
- 10) The owner of any lot containing an approved dwelling may erect one outbuilding thereon provided that he first submits plans and site locations for such out buildings to Declarant, or to such persons designated by Declarant (hereinafter called "Declarant's designee"). Such plans shall show the location of the proposed outbuilding, the type or exterior building materials, and the proposed use to be made of the outbuilding. An outbuilding shall be defined as a building not attached to the dwelling and must be less than 600 square feet in area. Any outbuilding must have the same roofing material, same color, and same type of siding as the dwelling. Any outbuilding must be a one story structure with a wall height not to exceed 14 feet. Specifically, no metal buildings will be allowed.
- 11) No communication poles, satellite dishes, exceeding 24 inches in diameter, aerials, "ham" radio towers or other form of communication tower, pole or

device will be permitted on any lot. Any satellite dish which is less than 24 inches in diameter must be approved if to be placed in front of the house.

- 12) The only signs to be allowed in the subdivision shall be as set forth in this paragraph. Realty companies or owners may display standard "for sale" signs on a lot (one per lot). Under no circumstances may a "for sale" sign be more than 24" x 24". Declarant reserve the right to erect, install, and identify individual lots by placing such signs upon them. Once a lot is sold, such signs shall be removed.
- 13) All garbage shall be stored in receptacles which are picked up and disposed of weekly. Receptacles shall be stored out of sight of the subdivision street and shall be screened.
- 14) No dwellings shall be constructed on a slab, including a concrete slab or slab of any other type of material. Each dwelling shall have either a basement or a crawl space, or both.
- 15) No, fence, wall, hedge or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the back of the dwelling located on the lot. All fences must be at least five feet off of the side and back property lines. The type, style and location of all fences must be approved in advance by the Declarant or Declarant's designee. No fence wall, hedge or mass planting shall encroach upon adjoining lots. No fence shall be greater in height than five feet at any portion of the fence, and no fence shall enclose more than one-half of the total area of the lot.
- 16) Each owner shall maintain all buildings on his lot in a neat and pleasing manner, and shall keep the lot free and clear of all tall grass, unsightly undergrowth, dead trees and bushes, trash and rubbish. The owner of each lot shall maintain a grassed lawn area on the shoulders and slopes along his lot adjacent to the paved streets in the subdivision, and shall maintain and replant as needed all grass, trees and shrubs which shall be placed on the cleared areas along the streets. In the event an owner does not properly maintain his dwelling site and the adjacent shoulders and slopes as above provided, then the architectural review committee may

have the required work done and the costs thus incurred shall be paid by the homeowner.

- 17) Owners reserve for a period of five years from the date hereof an easement to go on any lot whereon a sediment control basin is located for the purpose of maintaining, covering up, or removing such basin.
- 18) During construction, each owner shall be responsible to see that unreasonable and excessive amounts of mud and dirt are not tracked onto the paved roads; excessive and unreasonable amounts of trash and debris from construction are not allowed to get on or be left on the roads, road rights-of-way or adjoining lots; and vehicles related to construction are not allowed to park on or along the roads and cause damage to the roads and/or shoulders of the roads. If any of these situations or conditions shall occur, the owner of the lot and/or the owner's contractor and subcontractors will be asked to take all corrective action necessary to correct the problems and/or repair any related damage. During the construction of any dwelling within this subdivision or during any construction of any other approved structure, any damage caused by such construction to any street within the subdivision or any other subdivision properties by the owner or his subcontractors shall be the responsibility of that lot owner. During construction there shall be a gravel area at the entrance to each lot. The purpose of the gravel area is to prevent mud and other debris from being tracked into the street. If an owner and/or his contractor and subcontractors do not act responsibly to correct all problems addressed herein in a prompt and satisfactory manner, in the opinion of the Declarant or Declarant's designee, then the Declarant or Declarant's designee may have the needed work done, and the cost incurred shall be borne by said lot owner.
- 19) All driveways extending into the road right-of-way must be installed to meet NC department of transportation specifications and requirements. All driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete and have a diameter of 15 inches or more. All driveways are to be graded so that water will drain away from the asphalt street to the pipe and ditch and not onto the street.

- 20) It is the intention of the Declarant that the streets at some point in the future shall be turned over the NC Department of Transportation for repairs and maintenance. Until said point in time when NCDOT maintains the subdivision roads, Declarant and the owners of any lot within this phase of the subdivision shall be responsible for their proportionate share of said road maintenance. As such Declarant reserves the right within these covenants to create a homeowner's association in order to properly assess the dues for the maintenance of the roads and for other purposes as may be needed in the future. Any lot conveyance is subject to these specific condition and all future owners agree to pay any such assessment once the association and any amounts are so assessed. Said assessment would not begin until a home is completed, a certificate of occupancy is issued and the property is permanently occupied by its ultimate owners.
- 21) Any Neuse River Basin Buffer Rules as adopted by the NC Environmental Management Commission will apply to any areas shown on the recorded maps as drainage-way buffers should any exist.
- 22) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless these are 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 or flow of drainage channels in the easements. No easement shown on the recorded plat as a drainage easement will be changed or canceled by anyone without the written consent of the NC Department of Transportation. 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. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

- 23) All mailboxes and paper boxes on the road rights-of-way must meet NC Department of Transportation and US Postal Service standards, regulations and requirements. The Declarant or Declarant's designee will have the right to remove any mailboxes and paper boxes which Declarant or Declarant's designee finds are not in compliance if, upon written notice from the Declarant or Declarant's designee, the owner does not correct all problems promptly and properly. Per new postal regulations, all mailboxes in this subdivision shall be in the form of cluster mailboxes. Should an owner lose its key, the replacement cost shall be borne solely by that owner.
- 24) Other than complying utilities, drainage facilities, signs, driveways, mailboxes and paper boxes, no structures or plantings, other than grass, shall be placed or permitted to remain anywhere on the road rights-of-way. The Declarant or Declarant's designee will have the right to remove any structures or plantings which Declarant or Declarant's designee finds are not in compliance if, upon written notice, the owner does not correct all problems promptly and properly. The purpose of this restriction is to comply with the requirements of the NC Department of Transportation as said requirements relate to taking over this subdivision for maintenance.
- 25) Declarant reserve the right to subject the property in the subdivision to a contract with the local utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to that local utility company by the individual lot owners. Lot owners may be required to pay the local utility company a proportionate monthly service charge for outdoor street lighting. This charge will begin on the first day of the month following the lot purchase date. This responsibility will remain with the current owner of each lot as long as any local utility company maintains the outdoor lighting service, and the charge will fluctuate in accordance with the utility company's then current rates.
- 26) In order to maintain good grass cover of the banks and shoulders of the roads and further in order to prevent soil erosion, no motor bikes, three-wheelers, four-wheelers, go-carts or other similar recreational vehicles licensed or unlicensed, may be

operated of the banks or shoulders of the roads. In order to promote safety and to prevent noise pollution, motorbikes, three-wheelers, four-wheelers, go-carts, similar recreational vehicles, or other nosy vehicles, licensed or unlicensed, may be operated on any of the roads; this provision shall not apply to construction or maintenance vehicles being used for such purposes.

- 27) Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.
- 28) Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way 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 prevent the enforcement of such covenant or covenants in the future.
- 29) 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 of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.
- 30) These covenants may be amended in writing by the Declarant as long as Declarant continues to own at least one lot in this subdivision. When Declarant ceases to own a lot in the subdivision, these covenants may then be amended in writing by a two-thirds vote of the then owners of the lots in this phase of the subdivision.

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IN WITNESS WHEREOF, DECLARANT has caused this instrument to be signed and sealed, this the 15 day of August, 2016.

DECLARANT:

HOLDEN DEVELOPMENT, LLC

By: [Signature] (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a notary Public of the County and State aforesaid, certify that Matthew Winslow personally appeared before me this day and acknowledged that he/she is Manager of HOLDEN DEVELOPMENT, LLC, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him/her in the Company name as the act of the Company.

Witness my hand and official stamp or seal, this the 15 day of August, 2016.

[Signature]
Notary Public

My Commission Expires: 10-3-2020

