

BK 799PG 466

NORTH CAROLINA
UNION COUNTY

Time 7:28:25
7:16 O'clock A.M
JUDY G. PRICE, Register of Deeds
Union County, Morrice, North Carolina

Handwritten initials

PROTECTIVE COVENANTS AND EASEMENTS OF
LANES CREEK FARMS SUBDIVISION (Phase 1)

THIS DECLARATION, made this the 24th day of July, 1995 by Burch & Hurdle, Inc., a corporation of Franklin County, North Carolina, d/b/a Lanes Creek Farms, whose address is P.O. Box 807 Holly Springs, MS 38635, hereinafter called Declarant.

W I T N E S S E S :

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 and easements 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. 053010

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants and easements set forth below:

RECORDED
and
INDEXED
11/28/95

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants and easements set forth in the Articles of this Declaration is located in the County of Union, State of North Carolina, and is more particularly described as follows:

BEING Lots 1 through 42, inclusive, of Lanes Creek Farms Subdivision (Phase 1) according to plat as recorded in Plat Cabinet "E", File 25, Union County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to the following covenants and easements:

Handwritten notes:
Trans to: Burch & Hurdle
PO Box 807
Holly Springs, MS
38635

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PROTECTIVE COVENANTS:

1. Each lot shall be for one single family private dwelling with customary outbuildings with no structure being used for any type of business or commercial enterprise other than agriculture. All residences and outbuildings whether site built or otherwise shall meet the requirements of the Union County, North Carolina Zoning Ordinance and all other governmental regulations that are in effect at the time such improvements are made to the property. Notwithstanding the above, if proper governmental approval can be obtained, any lot containing more than five acres may be subdivided into no more than two parcels and shall be permitted to have one residence with customary outbuildings on each parcel, provided that no residence may be placed within 100 feet of another residence on the same lot.
2. All residences erected or placed on the property shall contain a minimum of 960 square feet of indoor heated area. No single wide mobile homes may be joined together or have additions built onto them for the purpose of meeting the minimum square footage requirement. All mobile homes must be firmly anchored and fully underskirted with masonry or siding that matches the siding of the home within 45 days after moving the home onto said property or prior to occupancy of said home. No mobile home manufactured over 5 years prior to placement on any lot in said subdivision will be allowed.
3. No incomplete or junk type structure shall be permitted on the property, and no camper type trailer, tent or shack may be used either temporarily or permanently as a dwelling.
4. No livestock or other animals may be raised or kept for commercial purposes. All swine and poultry are prohibited. No more than two large animals (horses and cattle) are permitted per acre. Notwithstanding the preceding, horses and cattle may be kept or raised for sale provided the number animals does not exceed two per acre.
5. No inoperative or unlicensed motor vehicles, or parts of same, shall be permitted.
6. No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No dumping or accumulation of trash, garbage, discarded personal effects, or other debris shall be permitted.
8. All water wells and sewerage disposal systems must comply with good practices and Health Department requirements. No privies or outhouses shall be permitted.
9. All driveways installed to the property from its abutting roadway must be installed according to North Carolina Department of Transportation standards.
10. No lot except those provided above may be subdivided except the subdivision into no more than two parcels is permitted when caused by a partial release on any mortgage with subsequent default and foreclosure on the remainder. The developer reserves the right to adjust the location of various lot lines if necessary to insure the usability of a lot or group of lots provided that said adjustment does not increase the total number of lots in the subdivision.
11. No timber may be cut for sale without prior written permission of Developer.

Property is also subject to the rules and regulations of the Union County, North Carolina Land Use Ordinance which regulations may be more restrictive than these covenants in some instances.

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All of the provisions, requirements and restrictions set forth above shall be construed as covenants running with the land and binding upon the parties hereto and their respective heirs, successors and assigns; it being the purpose and intent hereof that such provisions, requirements and restrictions shall inure to the benefit and advantage of the owners of any lot or parcel of land in Lanes Creek Farms Subdivision (Phase 1), and that the same may be enforced and violations thereof may be restrained by any such owner or owners.

No failure or neglect on the part of any owner of the land embraced in said Lanes Creek Farms Subdivision (Phase 1) to demand or insist upon the observance of any such provisions, requirements or restrictions or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation or operate as an estoppel to restrain a continuance thereof; but any such provisions, requirements or restrictions may be enforced at any time notwithstanding violations thereof may have been suffered or permitted at some prior time, nor shall a waiver of any such provisions, requirements or restrictions in any particular be deemed a waiver of any other default, whether of the same or of a different nature.

The protective covenants herein contained shall remain in force and effect and be binding upon the parties until December 31, 2014 at which time they shall be extended automatically for five years. Thereafter, they shall be extended automatically for successive periods of five years unless by a vote of a majority of the lot owners in said subdivision with each numbered lot of Lanes Creek Farms (Phase 1) being granted 1 vote, it is agreed to change, modify or abolish said covenants.

UTILITY EASEMENTS:

There shall be an easement reserved for the use of all utilities public and private to provide service to the lanes

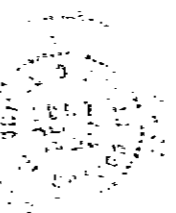
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Creek Farms Subdivision (Phase 1) fifteen feet wide on both sides of all road rights-of-way and lot lines shown on said plat. Burch & Hurdle, Inc. its successors and assigns reserve the right to execute easements to utility companies requesting same. The property is subject to all utility and drainage easements recorded, or in place, or shown on the above mentioned plat.

Witness our signatures this the 24th day of July 1995.

BURCH & HURDLE, INC.

BY: [Signature] (SEAL)
OLIVER M. BURCH, IV, PRESIDENT



ATTEST: [Signature]
LANIER HURDLE, SECRETARY

(CORPORATE SEAL)

STATE OF North Carolina
COUNTY OF Wake

I, the undersigned authority in and for the above jurisdiction, do hereby certify that Lanier Hurdle personally came before me this day and acknowledged that he is Secretary of Burch & Hurdle, Inc. and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by Oliver M. Burch, IV, its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal this the 24th day of July, 1995.

My Commission expires: 07/20/2007
(S E A L)

[Signature]
NOTARY PUBLIC

(Inscrk)

The foregoing certificate(s) of Oliver M. Burch, IV is/are certified to be correct. This instrument and certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
Judy G. Price BY: [Signature]
Register of Deeds
Union County, NC
Assistant Deputy