

FILED FOR RECORD
VANCE COUNTY, N.C.
CYNTHIA S. ABBOTT
REGISTER OF DEEDS

RECORDED Sep 14, 2007
AT 12:20 pm

INSTRUMENT # 04844

NORTH CAROLINA

VANCE COUNTY

**Protective Covenants and Other Community
Restrictions and Obligations
of Lakefront Farms II**

THIS DECLARATION of Protective Covenants and Other Community Restrictions and Obligations (hereinafter referred to as "Covenants"), made this the 9th day of August, 2007, by Kimberly Chappell Holloway of Mecklenburg County, North Carolina, d/b/a Lakefront Properties (hereinafter referred to as "Grantor");

WITNESSETH:

THAT WHEREAS, Grantor is the owner of certain real property hereinafter described and desires to subject said real property to certain Covenants as hereinafter set forth.

NOW, THEREFORE, Grantor hereby declares that the real property hereafter described is and shall be held, transferred, sold or conveyed subject to such Covenants. The real estate which is the subject of these Covenants is described as all of the parcels shown on maps of **Parcels 1 through 17 of Lakefront Farms II** (hereafter referred to as "Lakefront Farms II") as recorded in **Plat Book "V," page 783**, Vance County, North Carolina, Registry.

Lakefront Farms II is subject to these Covenants in order to:

- (1) Maintain harmonious surroundings and preserve the peaceful residential nature of the community;
- (2) Assure the best and most appropriate use of each parcel;
- (3) Protect property owners against improper use of surrounding parcels that would depreciate the value of their property;
- (4) Prevent the construction of poorly designed or proportioned structures and those built of inconsistent or unsuitable materials;
- (5) Encourage the construction of attractive homes appropriately located on each parcel;
- (6) Maintain proper setbacks from streets and other parcel boundaries;

- (7) And thereby enhance the value of investments made by all property owners in Lakefront Farms II.

These Covenants shall run with the title to all Lakefront Farms II property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall continue to exist for the benefit of each property owner in Lakefront Farms II.

1. Dwelling Use and Size

Only one single-family home shall be permitted on each parcel. Such home shall contain at least 1,600 square feet of centrally heated living area (exclusive of garages, porches and unfinished areas) and shall be in reasonable harmony with other homes in Lakefront Farms II. One separate guest home or servant's quarters plus a detached garage or storage building shall be permitted on each parcel, provided such structure is used exclusively to service the main home and is compatible with it.

2. No Mobile Homes or Temporary Housing Units

Mobile homes, camping units or tents shall not be used as permanent or temporary living quarters anywhere in Lakefront Farms II.

3. Obnoxious or Annoying Activities

No obnoxious or offensive activities shall be conducted upon the property nor shall anything be done thereon which may be an annoyance or nuisance to the community. No commercial livestock or poultry may be kept in Lakefront Farms II; however, dogs, cats and domestic pets may be kept so long as sanitary conditions are maintained, no nuisance or annoyance to the neighborhood is created, and they are not bred or kept for commercial purposes.

4. Noise Levels

Unreasonably loud and disturbing noises such as those created by the excessive use of stereos, loudspeakers, live bands or musical groups, barking dogs, firearms, off road vehicles, motorbikes, minibikes, fireworks, and the like, shall not be permitted.

5. Appearance

Each parcel shall be kept neat in appearance at all times. If, in the opinion of Grantor, any owner does not maintain his property in a manner which is reasonably neat and orderly, Grantor, at her discretion, and following ten (10) days written notice to such owner, may make repairs and perform maintenance such as, but not limited to, the removal of trash, cutting

of grass, pruning of shrubbery and seeding for erosion control. Grantor or her agent shall have an easement for the purpose of accomplishing the foregoing. The costs incurred by Grantor in rendering these services shall be reimbursed by the property owner.

Building materials, equipment, trash, garbage, or other such materials shall not be placed or stored in a location visible from any shared public or private road except during construction.

No inoperable vehicles or other equipment shall be permitted in Lakefront Farms II. No business or commercial vehicles of any kind, including but not limited to, semi-trailer trucks, school buses, wreckers, step vans, panel trucks, and the like, shall be parked or kept in Lakefront Farms II.

6. Screening of Unattractive Objects

Household equipment located on the property including, but not limited to, clotheslines, antennas, boats and trailers, motor homes, campers, trash and garbage and their containers, tanks and other equipment shall be screened from view from any shared public or private road by decorative fencing or appropriate landscaping.

7. Limitations on Use and Re-subdivision

No parcel shall be used for commercial or manufacturing purposes. Home businesses shall be allowed, provided that no evidence of such a business can be detected from outside the home; however, Grantor reserves the right to use one home as an office and/or model which may be shown to prospective homeowners during construction.

No parcel shall be further subdivided; however, Grantor reserves the right to re-subdivide any parcel until the date of initial sale.

8. Architectural Control

No building, fence, sidewalk, wall or other structure may be erected, placed or altered in Lakefront Farms II unless the proposed building plans, specifications and plot plan have been approved in writing as to conformity and harmony with existing structures in the community by Grantor or an architectural committee created by her for such purpose. In the event Grantor or the architectural committee fails to approve or disapprove such design or location within thirty (30) days after the documents have been submitted, this covenant will be deemed to have been fully complied with.

In general, the construction of fences, walls and other structures and plantings will not be permitted if, in the opinion of Grantor, such construction or plantings result in an unreasonable obstruction of the view of another property owner.

9. Property Owners' Association

There is hereby created a Lakefront Farms II Property Owners' Association (hereinafter referred to as the "Association") for the purpose of establishing and enforcing rules and regulations governing the use of common facilities such as the private roads, entranceway and recreational facilities, if any, and any other common facilities held by it, and for the maintenance and upkeep of the same, and to enforce the Covenants.

The owner or owners of each parcel in Lakefront Farms II shall be a member of the Association and shall be entitled to one vote per parcel at the annual meeting thereof. The first annual meeting of the Association shall be held on a date to be fixed by Grantor; thereafter, the date and time of annual meetings shall be fixed by a Board of Directors. At each annual meeting there shall be elected a Board of Directors of the Association, consisting of at least three (3) members, and the Board so elected shall manage and operate the Association. Pending the first annual meeting, a temporary Board of Directors may be appointed by Grantor to serve until her successors are duly elected by the property owners. The temporary Board of Directors shall prepare and present a proposed set of bylaws for the Association at the first annual meeting.

Annual assessments will be levied on each parcel in Lakefront Farms II for the costs incurred in maintaining and operating all common facilities; however, such assessments will include only the costs of those facilities which are of potential benefit to the owner of that parcel. In no event will costs be levied on a parcel for facilities which are not of potential benefit to the owner of that parcel.

Any assessments levied by the Association that remain unpaid shall become a lien against that member's parcel, subordinate only to ad valorem taxes and mortgages and may be collected by the Association through a civil action instituted for such purpose.

10. Flowage Easement Area

The United States Army Corps of Engineers has reserved a flowage easement to the 290 foot mean sea level elevation. In order to keep this area neat in appearance at all times for the benefit of all property owners, Grantor hereby reserves the right to maintain this flowage

easement area including, but not limited to, debris removal and mowing. The costs of this maintenance will be assessed equally to each parcel having frontage on Island Creek Reservoir.

11. Private Road and Entranceway Maintenance Provisions

All roads in Lakefront Farms II are privately owned. The costs of maintaining and lighting these roads and the entranceway will be shared equally by the property owners who use them.

12. Reservation of Easements

Grantor reserves the right to grant general utility service easements to any public utility to provide service to the community or any parcel located therein.

Grantor reserves surface water drainage easements wherever the same may be necessary for proper maintenance of roads, driveways and lakes and the right to direct water from its natural course to a more suitable course within the community whenever necessary or desirable.

Grantor reserves the right to grant a general road easement to the North Carolina Department of Transportation, or any other governmental authority, if it is desired that the private roads in Lakefront Farms II be included in the public highway system.

13. Enforcement

These Covenants shall remain in full force and effect unless amended by two-thirds majority vote (with each parcel owner or owners entitled to one vote per parcel) or until midnight, December 31, 2027, at which time they shall be automatically extended for successive periods of ten years unless by vote of those persons then owning two-thirds of the parcels in Lakefront Farms II it is agreed to change these Covenants in whole or in part.

If the owner or owners of any parcel in Lakefront Farms II shall violate or attempt to violate any of the Covenants herein, it shall be lawful for Grantor or any other owner or owners of real property in Lakefront Farms II to prosecute a proceeding at law or in equity against the owner or owners violating or attempting to violate any such covenant, and either to prevent him, her or them from continuing in such violation and/or recover damages for same.

Invalidation of any one of these Covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

14. Governing Law

These Covenants shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

15. Benefit of the Parties

These Covenants shall inure to the benefit and shall be binding upon the Grantor, each lot owner, and their heirs, successors and assigns.

IN TESTIMONY WHEREOF, Grantor, Kimberly Chappell Holloway, d/b/a Lakefront Properties, has executed this instrument, the day and year first above written.

Kimberly Chappell Holloway (SEAL)
Kimberly Chappell Holloway

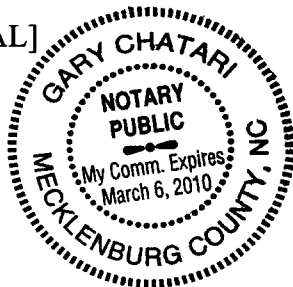
NORTH CAROLINA

Mecklenburg COUNTY

I, a Notary Public of the County and State aforesaid, certify that Kimberly Chappell Holloway personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 9th day of August, 2007.

[SEAL]



Gary Chatari
Gary Chatari (Print or type name)
Notary Public

My commission expires: March 6, 2010