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RESTRICTIVE AND PROTECTIVE COVENANTS

LANE TREE VILLAGE, SECTION XIII

STONEY CREEK TOWNSHIP

WAYNE COUNTY, NORTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS:

NABBCA, L.L.C. (A LIMITED LIABILITY COMPANY), being the sole owner of all of the property herein conveyed in Stoney Creek Township, Wayne County, North Carolina, and being part of Tract Four of the land described in a Deed recorded with the Wayne County Register of Deeds in Deed Book 1037 at Page 181, does declare that said area so known as "Lane Tree Village, Section XIII" shall be subject to the following restrictions and limitations as to the use thereof, running with said properties by whomsoever owned, until the First day of August, 2027, after which time said covenants and limitations shall be automatically extended for successive periods of ten years unless a majority of the then owners of the land restricted under the name of "Lane Tree Village, Section XIII" shall sign and record an agreement to change said covenants in whole or in part. The covenants, conditions, reservations and restrictions are as follows: Also see Plat Cabinet L, Slide 6-D of the Wayne County Registry:

1. RESIDENTIAL USE. Each and every lot is for single family residential purposes only. No residential structure other than one family units shall be constructed upon said lots and no structure whatever other than a first class private dwelling house with accompanying recreational structures, outbuildings, guesthouses, etc. shall be erected or maintained on premises.

2. DWELLING QUALITY AND SIZE. The minimum space requirements for residences to be constructed on each lot, exclusive of garages, carports, porches, attics and basements shall be 1350 heated square feet for a single story dwelling. A story and ½ dwelling shall contain a first floor area of 800 heated square feet minimum and a total of not less than 1350 square feet of actual heated living space.

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A two story dwelling shall contain a first floor area of 800 heated square feet minimum and a total of not less than 1350 square feet of actual heated living space. No Dwelling shall exceed 2 ½ stories in height and garages shall be for no more than three vehicles and be architecturally compatible with the main dwelling.

3. BUILDING LOCATION.

A) No building shall be located on any lot nearer than 30 feet to the front property line or nearer than 20 feet to any side street line or nearer than 10 feet to any interior lot line. If there are any discrepancies between the Restrictive Covenants and the recorded plat, the recorded plat shall prevail.

B) For the purposes of these covenants, eaves, steps, carports and open porches shall not be considered as a part of a building, provided however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or any easement shown on the subdivision map.

4. LOT AREA AND WIDTH. No lot shall be subdivided unless it is to make a small boundary line change. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum set back line nor shall any dwelling be placed on a lot of an area of space less than that approved by the Wayne County Health Department, Goldsboro, N.C.

Lot No. 315 may be subdivided by its owner for a county approved future road provided it still retains a minimum width of 100 feet at the minimum setback line.

5. TEMPORARY STRUCTURES. No trailer, mobile home, modular home, manufactured housing, dwelling built off site, tent, shack, barn nor other buildings shall be erected or placed on any lot covered by these covenants, either permanently or temporarily except small outbuildings for the storage of garden and yard implements and a childs playhouse. A small outbuilding and a childs playhouse will be permitted on the lot provided they are constructed to match the exterior of the dwelling. A doghouse will be permitted on the lot provided that it is considerably placed so as to be of minimum concern to adjoining property owners. Boats and other recreational vehicles shall be parked at the rear of the dwelling house or in the garage. Tanks must be buried or sufficiently screened.

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6. LIVESTOCK AND POULTRY. No animals of any kind other than a reasonable number of household pets, shall be kept and maintained on any part of the said property.

7. DEVELOPERS hereby reserve unto themselves, their successors and assigns an easement which may at any time in the future grant to others over, beneath and across the lots and streets of the subdivision for the purposes of rights of way for gas lines, water lines, sewer pipes, telephones and/or electric lines, wires, cables and all equipment necessary for installation, use and maintenance of utilities, including gas, water, electricity, telephone, sewage and drainage. All utilities shall be underground.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot other than a "For Sale" or "For Rent" sign which shall be no larger than 12 inches by 24 inches or other measurements exceeding two square feet.

9. GARBAGE AND REFUSE DISPOSAL. The disposal of sewage and all waste matter which includes garbage and rubbish, shall be in compliance with regulations of the State Board of Health of North Carolina and the Board of Health of Wayne County, and all other government authorities which might have jurisdiction thereover. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept in sanitary containers.

10. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no unlicensed vehicles that are not in a usable condition, such vehicles shall include, but not be limited to automobiles, boats, recreational vehicles, trucks and trailers that are left in said unusable condition for more than is deemed a reasonable amount of time.

11. UTILITY CONTRACTS. The developers reserve the right to subject the real property in this subdivision to a contract with an electric 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