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WAYNE COUNTY, NC
LOIS J MOORING REGISTER OF DEEDS

BK 2971 PG 572-578

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**RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
EAST LAKE SUBDIVISION**

Return to: Jason Blackburn, Atty

J & N DEVELOPERS, LLC (Owner/Developer) of all the property as shown on a map entitled "EAST LAKE" recorded in the Wayne County Registry in Plat Cabinet N Slide 82-E has established a general plan for the improvement and development of said property and does hereby establish the covenants, conditions, reservations and restrictions upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. These covenants, conditions, reservations, restrictions and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their prospective heirs, personal representatives, successors and assigns as set forth herein. The covenants, conditions, reservations and restrictions are as follows:

1. LAND USE AND BUILDING TYPE: No lot shall be used for anything except for single-family 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 no more than three cars and customary outbuildings. No trailer, mobile home or other similar type dwelling shall be permitted or maintained on any lot for use as a residence or any other purpose.

2. DWELLING QUALITY AND SIZE: Neither cinderblock or asbestos shingle siding structures, nor mobile homes, or modular type homes shall be erected or permitted on any lot located in this subdivision. The heated square footage of the main structure of any dwelling located on these lots, exclusive of open porches and garages, shall not be less than 1,400 square feet for a single story and 1,600 square feet for a two-story structure. Architectural design and building plans must be submitted by use of Schedule A, attached hereto and incorporated herein by reference and approved by the Architectural Committee before beginning construction.

3. ARCHITECTURAL COMMITTEE: J AND N DEVELOPERS, LLC shall be the only member of the Architectural Committee until such time as EAST LAKE, is fully developed. At that time, the Board of Directors of the EAST LAKE Property Owners Association, Inc. shall appoint a Committee of three persons to serve as the Architectural Committee.

4. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Architectural Committee designated herein. In the event such growth is removed, except as stated above, the lot owner shall within a reasonable time replant or replace the same, the cost thereof to be borne by the lot owner. Approval is not necessary for the initial strip clearing of the home site, including a distance of twenty feet from the outside walls of the house.

5. BUILDING LOCATIONS SHALL BE AS FOLLOWS:

A. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Provided, however, the Declarant may waive any minor violation of said set back requirements. A minor violation is defined as any encroachment which does not exceed ten percent (10%) of the minimum set back required.

B. For the purposes of these covenants, eaves, steps, carports and open porches shall not be considered as 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 or any easement shown on the subdivision map.

6. LOT AREA AND WIDTH: No lot shall be subdivided unless it is for the purpose of enlarging the lots of adjoining lot owners where a vacant lot lies between them.

7. FENCE RESTRICTION: Fences must be uniform. All fences must be a black chain link fence that is 4 feet tall. Provided however, J & N Developers, LLC, as the Architectural Committee can in its sole discretion approve other fence types after submission by lot owner of a plot plan regarding proposed fence. Under no circumstances will a wooden fence be allowed on any lot in East Lake Subdivision.

8. DRIVEWAYS: All driveways must be constructed of concrete.

9. NUISANCE: No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All lots must be kept neat and manicured. Specifically, there will be no junk cars allowed on any lot in EAST LAKE. All cars stored on any lot in EAST LAKE must be registered with an appropriate state vehicular authority.

10. COMMENCEMENT OF CONSTRUCTION: Each purchaser of any lot within EAST LAKE must begin construction upon each lot within eighteen (18) months following closing. The developer, in its sole discretion, may extend the above time period for an additional six (6) months upon buyer showing just cause for the extension of time. Prior to construction, purchasers must maintain their lots in a suitable manner including but not limited to regular grass cutting.

11. MAINTENANCE/REFUSE DISPOSAL: No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly objects shall be placed on the any lot.

The owner of each lot, at the Owner's sole cost and expense, shall maintain their property, including improvements thereof, in a safe, clean and attractive condition at all times, including but not limited to the following:

(a) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the disposal of such material shall be kept in a clean and sanitary condition. All trash containers shall be concealed by fence or shrubbery; and

(b) Lawn Maintenance on a regular basis, including rights of way.

In the event that a property owner does not properly maintain their lot then, the Association may after reasonable notice to the property owner, as established by the Board of Directors, assess a fine for said non-compliance, which said fine shall be a lien against the property.

12. TEMPORARY STRUCTURES: No structure of a temporary character, car trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Any such structure must be built to match the residence on the lot it is placed (i.e. same materials and same general appearance). Furthermore, no more than one car trailer, garage, barn or other outbuilding is allowed per lot. Also, there will be no cars on blocks allowed on any lot, except that cars are allowed to be put on blocks within an enclosed garage on the lot.

13. SWIMMING POOLS: All swimming pools in East Lake Subdivision must be in-ground pools. No above-ground pools of any type or size are allowed.

14. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, and one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

15. CLOTHESLINES: No clotheslines of any kind shall be erected on any lot in EAST LAKE Subdivision.

16. TRASH CANS AND COLLECTION: Any trashcan used for collection by a waste collection service may be placed at the curb only on the day of pickup or the night before pickup and must be removed from the curb on the day of pickup. All trashcans, whether used for collection by a waste collection service or for personal use must be stored behind the residence and must not be visible from the street.

17. MAILBOX RESTRICTION: Mailboxes and mailbox posts must be uniform. The mail box post to be used in the development will be the the Capital Aluminum Post Item# 1609 and is available at <http://www.mailboxes4less.com/capitolaluminumpost.aspx> and the mailbox to be used is the Savannah Curbside Mailbox in Black Item# SCS-1014 and is available at <http://www.mailboxes4less.com/SavannahCurbsideMailbox.aspx> Provided however, J AND N DEVELOPERS, LLC, in its sole discretion can approve other mailbox and post types.

18. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further, no pens for animals shall be allowed on any lot within the subdivision. No animal will be chained or tethered. A small doghouse if permissible if located with concern for adjoining property owners.

19. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority.

20. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority.

21. UNDERGROUND UTILITIES: All electrical service, telephone lines and other utility lines shall be placed underground unless the Architectural Committee waives this restriction. The developer reserves the right to subject the property in this subdivision to a contract with Tri County Electric 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 by the owner of each lot.

22. PROPERTY OWNERS ASSOCIATION: All purchasers of lots in EAST LAKE, and by the acceptance of deeds conveying such lots do, for themselves, their heirs, successors and assigns, agree to become members of the EAST LAKE Property Owners Association, organized or to be organized for the purposes set out in the Articles of Incorporation and Bylaws thereof and the Declaration of Covenants, Conditions and Restrictions for EAST LAKE Subdivision. The organization of such Association shall be at the sole discretion of Owner and Developer.

23. COMMON AREA: During the Development Period as described in the Declaration of Covenants, Conditions and Restrictions for EAST LAKE Subdivision which may be found duly recorded in the Wayne County Registry, Developer or Owner in their sole discretion, may release any lot from the lien of these Restrictive and Protective Covenants and convey such lot to the Property Owners Association to be used as Common Area.

24. 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 thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

25. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

26. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

27. COMMERCIAL PURPOSES: No lot shall be used for any commercial purposes, except a professional person may use a part of the home for an office.

28. WILDLIFE REFUGE: EAST LAKE shall be declared a wildlife refuge. No hunting shall be allowed on any property within the subdivision.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officers and its seal hereto affixed, as of the day and year first set forth above.

J AND N DEVELOPERS, LLC

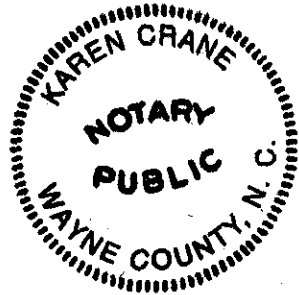
BY Stacy Johnson
Member/Manager

NORTH CAROLINA
WAYNE COUNTY

I, KAREN CRANE, a Notary Public of the County and State aforesaid certify that STACY JOHNSON personally appeared before me this day and acknowledged that he is a Member/Manager of J AND N DEVELOPERS, LLC, a North Carolina Limited Liability Company, and that he as a Member/Manger being authorized to do so, executed the foregoing instrument on behalf of the Company

Witness my hand and seal this the 17th day of November 2012.

Karen Crane
Notary Public
My Commission Expires: 3-29-16
Printed Name of Notary: KAREN CRANE



Schedule A
East Lake Subdivision
Architectural Review Application

Date Received: _____

Lot Number: _____
Date Submitted: _____

Lot Address: _____
Builder Name: _____

Spec Home _____ Presale _____ Sales Price: _____ Per Sq. Ft. _____ Other _____

Garage 2 car _____ 3 car _____ Deck Size _____ ft X _____ ft Porch Size _____ ft X _____ ft

Exterior:

Type of Material: _____
Foundation Material: _____
Trim Material: _____
Roofing Material: _____
Column Material: _____
Front Entrance Steps Material: _____
Shutter Color: _____
Deck/Porch Skirting Material: _____
Chimney Material: _____

Color: _____
Color: _____
Color: _____
Color: _____
Size: _____

Please submit samples of exterior materials and color swatches with your application

Driveway:

Length: _____ Width: _____

Please attach the following items on paper size no larger than 8.5 X 14".

- Plat indicating location of dwelling, all lot set back lines, driveway length, width and construction.
- Drawing showing elevations and floor plans.

I/We certify that I/we have reviewed the Restrictive and Protective Covenants for Timberlake, and I/We agree to comply with these covenants and standards and not to make any changes in exterior plans and colors submitted or make any exterior additions without permission from the Architectural Committee.

I/We agree that no lot clearing shall take place prior to lot closing and pre-construction meeting with Developer's Representative.

Builder's Signature Date

Retain a copy of this application for your records

Approved _____ Disapproved _____ Date Notified: _____ Fax _____ Email _____ Person _____ Mailed _____

Conditional Approval _____ Other: _____

ARC Committee Member Date Developer Date