

BOOK 293 PAGE 791
CASWELL COUNTY, NC

NORTH CAROLINA
CASWELL COUNTY

RESTRICTIVE COVENANTS AND
ROAD MAINTENANCE AGREEMENT
FOR LAKESIDE SUBDIVISION

THIS AGREEMENT AND COVENANTS, entered into this the 18th day of March, 1994, by and between J. FRANKLIN POTEAT, unmarried, J. FRANKLIN POTEAT, Executor of the Estate of A. MURRAY POTEAT, JOHN WESLEY MEADOWS and wife EVELYN MEADOWS, ALLEN MEADOWS and wife DIANNA M. MEADOWS, MICHAEL MEADOWS, divorced, WESLEY L. CARTER, SR. and wife AUGUSTA M. CARTER, JO ANNE C. HORNSBY, widow, Their Successors and Assigns, hereinafter referred to as "parties of the first part"; and their SUCCESSORS IN TITLE to any part of the lands hereinafter described, hereinafter referred to as "parties of the second part";

W I T N E S S E T H :

THAT WHEREAS, the parties of the first part are seized in fee simple absolute and are presently in possession of certain lands lying and being in Yanceyville Township, Caswell County, North Carolina, which lands are more particularly described in Article I below;

AND WHEREAS, the parties of the first part intend to convey certain lots from the lands described in Article I below, and to subject the lands so conveyed to the covenants contained herein for the benefit of their property and for the benefit of future purchasers and owners of the same;

NOW, THEREFORE, in order that the lands described herein shall be developed and used in a manner calculated to promote the utility, value, and enjoyment thereof, the parties hereto do hereby covenant with any future owner of any part of any property as is hereinafter described, and do place the following restrictions upon the use and occupancy of said lands, and the purchaser or owner of any lot or parcel of said lands herein conveyed, does for himself, herself, or itself, and for his, her and its successors in title, their heirs and assigns, agree to the following restrictive covenants and road maintenance agreement, which shall be covenants running with the lands.

ARTICLE I

The lands to which these Restrictive Covenants and Road Maintenance Agreement shall apply are described as follows:

All those fourteen (14) certain lots or parcels of land lying and being in Yanceyville Township, Caswell County, North Carolina, and being located East of N. C. Highway No. 158, and being in fact Tract Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, containing and totalling 382.940 acres, more or less, as per plat of survey of "Lakeside Subdivision" dated February 15, 1994, as prepared by William M. Burgess, R.L.S.; said plat of survey is duly recorded in the Caswell County, N. C. Registry in Map Book 11, on page 1443, and is by reference incorporated herein, as if fully set out herein, for a more particular description.

ARTICLE II

There shall be no commercial poultry or chicken houses and no swine of any kind on the above described lands;

FARMER & WATLINGTON
ATTORNEYS AT LAW
106 W. MAIN ST.
P. O. DRAWER 8
YANCEYVILLE, N. C.
27279

Prepared and Drafted by:
Stuart N. Watlington
Attorney at Law

BOOK 293 PAGE 792
CASWELL COUNTY, NC

ARTICLE III

That no mobile home or modular home shall be placed on the above described lands;

ARTICLE IV

That said lands shall not be used for any waste or dumping of trash or waste;

ARTICLE V

That no residence may be erected on the above described tracts less in size than 1,250 square feet of heated living area (exclusive of any garage area).

ARTICLE VI

The parties hereto agree that the parties of the second part will contribute \$100.00 per year, per tract owned by the parties of the second part, to the maintenance of that portion of private road which fronts on Lots Nos. 1 through 14 as shown on survey of lands of Lakeside Subdivision, containing 382.940 acres, more or less, as duly recorded in the Caswell County, N. C. Registry in Map Book 11, on page 1443.

ARTICLE VII

In addition, the parties hereto agree that all maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only as required and only on demand of one or more of the property owners serviced by said private road. No work will be undertaken, where the projected costs will exceed \$500, until the consent of 75% of the property owners is obtained.

ARTICLE VIII

The parties hereto agree that said upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the road surface unless otherwise agreed to by 100% of the property owners.

ARTICLE IX

The parties of the second part agree to attend a meeting of all property owners (to be announced at a later date and with at least one month's notice), at which time an individual or individuals will be elected by said property owners to handle the details of this agreement.

ARTICLE X

No money shall be collected until the Owners Association has held its first meeting and an officer or officers are elected to collect such funds.

ARTICLE XI

If it is decided by the Owners Association that the stated amount is either to be increased or decreased, it shall be by vote consisting of 75% of the property owners.

ARTICLE XII

Repairs and maintenance. The parties of the second part shall be responsible for repair of any damages to roads in the subdivision, resulting from the willful or negligent acts of himself or his agents, servants, or employees. The parties of the second part agree to perform any such repairs at their own expense

RMER & WATLINGTON
ATTORNEYS AT LAW
106 W. MAIN ST.
P. O. DRAWER B
YANCEYVILLE, N. C.
27879

BOOK 293 PAGE 793
CASWELL COUNTY, NC

within a reasonable time, but not in excess of thirty (30) days after written notice of such damages shall have been sent to the parties of the second part from the parties of the first part or the Owners Association.

ARTICLE XIII

The parties of the second part agree to install all driveways and drainage pipes to the State or County department of Highways and Transportation specifications.

This agreement contains the entire understanding of the parties and may only be modified by written and agreed upon changes thereto and will be binding upon the heirs, successors and assigns of all parties herein.

IN TESTIMONY WHEREOF, the said parties of the first part do hereby bind themselves, their heirs and assigns, to the full performance of the above Covenants and Agreements, and do hereby set their hands and seals, the day and year first above written.

PARTIES OF THE FIRST PART:

J. Franklin Poteat (SEAL)
J. Franklin Poteat, unmarried
J. Franklin Poteat, Executor
J. Franklin Poteat, Executor of the Estate of A. Murray Poteat

John Wesley Meadows (SEAL)
John Wesley Meadows

Evelyn Meadows (SEAL)
Evelyn Meadows
Allen Meadows

Allen Meadows (SEAL)
Allen Meadows
by J. W. Meadows, P.O.A.
Deanna M Meadows

Dianna M Meadows (SEAL)
Dianna M. Meadows
by J. W. Meadows, P.O.A.

Michael Meadows (SEAL)
Michael Meadows, divorced,
by J. W. Meadows, P.O.A.

Wesley L. Carter, Sr. (SEAL)
Wesley L. Carter, Sr.

Augusta M. Carter (SEAL)
Augusta M. Carter

Jo Anne C. Hornsby (SEAL)
Jo Anne C. Hornsby, widow

ARMER & WATLINGTON
ATTORNEYS AT LAW
108 W. MAIN ST.
P. O. DRAWER 9
YANCEYVILLE, N. C.
27576

BOOK 293 PAGE 794
CASWELL COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF CASWELL

I, ANITA B. SMITH, a Notary Public of the county and state aforesaid, do hereby certify that J. FRANKLIN POTEAT, unmarried, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 14TH day of April, 1994.

My Commission expires: 9/29/97

Anita B. Smith
Notary Public

(NOTARY SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CASWELL

I, ANITA B. SMITH, a Notary Public of the county and state aforesaid, do hereby certify that J. FRANKLIN POTEAT, Executor of the Estate of A. MURRAY POTEAT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 14TH day of April, 1994.

My Commission expires: 9/29/97

Anita B. Smith
Notary Public

(NOTARY SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CASWELL

I, ANITA B. SMITH, a Notary Public of the county and state aforesaid, do hereby certify that JOHN WESLEY MEADOWS and wife EVELYN MEADOWS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 14TH day of April, 1994.

My Commission expires: 9/29/97

Anita B. Smith
Notary Public

(NOTARY SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CASWELL

I, ANITA B. SMITH, a Notary Public of said county and state, do hereby certify that JOHN WESLEY MEADOWS, Attorney-in-Fact for ALLEN MEADOWS AND WIFE DIANNA M. MEADOWS a/k/a DIANE MEADOWS, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said ALLEN MEADOWS AND WIFE DIANNA M. MEADOWS a/k/a DIANE MEADOWS, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds in the County of Caswell, State of North Carolina, on the 6th day of August, 1992, in Book 277, page 494, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

FARMER & WATLINGTON
ATTORNEYS AT LAW
100 W. MAIN ST.
P. O. DRAWER 8
YANCEYVILLE, N. C.
27578

BOOK 293 PAGE 795
CASWELL COUNTY, NC

I do further certify that the said JOHN WESLEY MEADOWS acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said ALLEN MEADOWS AND WIFE DIANNA M. MEADOWS a/k/a DIANE MEADOWS.

Witness my hand and notarial seal, this the 14TH day of April, 1994.

My commission expires: 9/29/97

Anita B. Smith
Notary Public

(NOTARY SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CASWELL

I, ANITA B. SMITH, a Notary Public of said county and state, do hereby certify that JOHN WESLEY MEADOWS, Attorney-in-Fact for MICHAEL MEADOWS, divorced, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said MICHAEL MEADOWS, divorced, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds in the County of Caswell, State of North Carolina, on the 6th day of August, 1992, in Book 277, page 493, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I do further certify that the said JOHN WESLEY MEADOWS acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said MICHAEL MEADOWS, divorced.

Witness my hand and notarial seal, this the 14TH day of April, 1994.

My commission expires: 9/29/97

Anita B. Smith
Notary Public

(NOTARY SEAL)

STATE OF Va.
COUNTY OF Pitt.

I, Kenneth B. Merrill, a Notary Public of the county and state aforesaid, do hereby certify that WESLEY L. CARTER, SR. and wife AUGUSTA M. CARTER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 14th day of April, 1994.

My commission expires: 3.31.96

Kenneth B. Merrill
Notary Public

(NOTARY SEAL)



BOOK 293 PAGE 796
CASWELL COUNTY, NC

STATE OF Vg.
COUNTY OF Pitt.

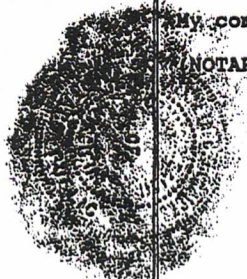
I, Kenneth B. Merrick, a Notary Public of the county and state aforesaid, do hereby certify that JO ANNE C. HORNSBY, widow, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 14~~th~~ day of April, 1994.

My commission expires: 3/31/96

Kenneth B. Merrick
Notary Public

(NOTARY SEAL)



NORTH CAROLINA - CASWELL COUNTY

The foregoing certificates of Anita B. Smith, Notary Public of Caswell County, North Carolina and Kenneth B. Merricks, Notary Public of the Commonwealth of Virginia are certified to be correct. Filed for registration in the Caswell County Register of Deeds Office on the 15th day of April, 1994 and duly recorded in Deed Book 293, Page 791 at 10:12 A.M.

MARY LEE CARTER
REGISTER OF DEEDS

BY: Delores S. Cameron

ASSISTANT REGISTER OF DEEDS

ARMER & WATLINGTON
ATTORNEYS AT LAW
100 W. MAIN ST.
P. O. DRAWER 8
YANCEYVILLE, N. C.
27779