

Weeks Plus

PROTECTIVE COVENANTS
FOR LOTS IN
POLO FARMS, SECTION 4, PHASE II, a/k/a POLO TRAILS
Guilford County, North Carolina

PART A:

SIDE NO 988230 BK 4471 PG 1740

3 *1/8*
These covenants, executed this 23rd day of October, 1996, are for the purpose of establishing and protecting a neighborhood which will maintain the value and enjoyment of the future homeowners in POLO FARMS, SECTION 4, PHASE II, a/k/a POLO TRAILS Subdivision in Center Grove Township, Guilford County, North Carolina.

PART B:

** Plus 33.180 A*

B-1 FULLY PROTECTED RESIDENTIAL AREA. These covenants shall apply to all lots in POLO FARMS, SECTION 4, PHASE II, a/k/a POLO TRAILS Subdivision whether now or in the future. The property for which these restrictions apply contains 40.843 * acres + or - and is described in a deed to LAKE BRANDT ASSOCIATES, A N.C. PARTNERSHIP recorded in Book 4313, Page 853 and more particularly described in a plat recorded in Plat Book 122 Pages 63764, Office of Register of Deeds, of Guilford County, North Carolina.

PART C: LAKE BRANDT ASSOCIATES, A N.C. PARTNERSHIP, is hereinafter referred to as Developer.

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No mobile homes shall be permitted in said subdivision unless used temporarily as a construction office and they are not used as living quarters. 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 above ground level. No garage, attached or detached, shall be erected, altered, placed or permitted to remain with the doors or opening facing the street on which the house fronts except with the written approval of Developer or its agents.

C-2 APPROVAL OF PLANS. Any person or persons desiring to erect any new structure upon any lot in said subdivision shall first arrange for a conference with the Developer or its agent to discuss the location, elevation and general floor plan of the structure to be erected on the site. A site plan shall be furnished to the Developer prior to the conference. This conference is a free service offered by the Developer for the preservation of the values and amenities of said subdivision and for the mutual advantage of all owners. Plans and specifications for the construction of all buildings, fences, walls, structures, roads and driveways and the proposed location thereof shall be submitted to the Developer for written approval. No construction shall begin without Developer approval. A copy of the plans shall be provided for the Developer to retain. If the Developer or its agents shall fail to approve the plans and specifications within thirty (30) days after written request thereof, then such approval shall not be erected which violates any of the covenants contained herein. All mailboxes must be uniform in design. Contact the Developer for the mail box design. No preconstructed buildings shall be placed on the lot without Developer's written approval. When the construction of any building is once begun, work thereon must be prosecuted diligently and must be completed within nine calendar months from the date construction begins.

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During construction, all job sites shall have trash dumpsters or trash bins. Any and all waste from building materials shall be secured or placed in the trash containers on a daily basis. Any and all construction debris shall be removed from the job site and placed in the trash containers by Friday afternoon of each week during construction. Any violators of this covenant agree to pay the sum of \$100.00 per offense to the Developer to reimburse him for the removal of trash not secured or placed in the containers at the end of each work week.

C-3 DWELLING SIZE. 1) No dwelling shall be erected or allowed to remain on any lot unless a) the heated area above the existing ground level, at the front of the house facing the street contains at least 2000 square feet in the case of a one-story structure or a multi-level structure. Any floor area including a garage basement which is below the first floor level, shall not be counted in determining the square footage of heated area. However, a two-car garage of at least 22 feet x 22 feet is required. A garage is allowed in basement area. Any dwelling below 2,400 square feet must be all masonry.

C-4 BUILDING LOCATION.

a. No building shall be located on any lot nearer than 40 feet to the street on which the house faces, or nearer than 15 feet to any side street or lot line. The Developer may waive this provision by a written instrument.

b. For the purposes of this covenant, decks, steps, and open porches shall not be considered as part of a building, provided however, that this shall not be considered to permit any portion of a building on a lot to encroach upon another lot.

c. Concrete block foundations are not allowed unless covered by brick or stone. Concrete block foundations are allowed when home and foundation are to be stuccoed.

d. All siding materials for all buildings must be approved in writing by the Developer.

e. All chimney chases must be masonry.

C-5 DRIVEWAYS. All driveways shall be paved minimum of 100 feet from street with concrete or asphalt. Only reinforced concrete pipe shall be allowed for piping under driveways.

C-6 EASEMENTS. Easements for installation and maintenance of utilities and sight easements are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through natural drainage channels. The easement area of each lot shall be maintained continuously by the lot owner except for those improvements for which a public authority or utility company is responsible.

C-7 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No unlicensed, uninsured or cars with "for sale" signs shall be parked on premises unless they are parked inside the garage or basement. Boats and trailers must be parked inside garage or basement.

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C-8 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All propane tanks are to be buried or hidden from view by fence or plants.

C-9 LANDSCAPING. Landscaping shall provide for the camouflaging of all well caps and septic lift tanks. Any grading shall not impede the natural flow of water from lot to lot or across any lots. All lots must be landscaped within 60 days after occupancy of the house located thereon. The landscaping must be consistent with other homes in the subdivision. The Developer shall have the final decision as to whether the lot has been landscaped in accordance with these restrictions.

C-10 SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sale or rent. Signs used by the Developer or builder to advertise during the construction and sales period must not exceed thirty-two (32) square feet.

C-11 USE OF PROPERTY. No lot or the building thereon shall be used for business, manufacturing, or commercial purposes, nor shall any animals or fowls be kept or allowed to remain on said property for commercial or breeding purposes or which create a nuisance or annoyance to any lot owners.

C-12 GARBAGE RECEPTACLES. No property within this subdivision shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean sanitary condition. The Developer or its agent shall have the right to enter upon any lot or area to remove such waste after having given ten (10) days notice, thereof, to remove such waste or cut and remove any grass, weeds, trees, etc., on any lot or area deemed by public authority or the Developer or its agent, to be unsightly. If the Developer performs the work to comply with this restriction then the cost shall be borne by the lot owner and the cost shall be a lien upon the lot until paid.

C-13 FENCES, SATELLITE DISHES OR ANTENNAS. No fence, satellite dish or antennas shall be erected, placed, altered, or allowed to remain on any lot without prior consent of Developer or its agent.

C-14 EXTERIOR PAINT COLORS. All exterior paint colors must be approved in writing by the Developer.

C-15 WELL LOCATIONS. All well locations must be approved in writing by Developer.

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North Carolina - Guilford County

The certificate (s) of _____

Marianne Langenhof

988230

X

10/25/1996

1 MISC DOCUMENTS
3 MISC DOC ADDN PGS

988230

\$6.00
\$6.00

RECORDED

KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

1 PROBATE FEE

\$2.00

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

Patricia B Sumner
Assistant/Deputy Register of Deeds

BOOK: 4471
PAGE(S): 1740 TO 1743

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PART D: GENERAL PROVISIONS

D-1 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.


D-2 ENFORCEMENT. Enforcement shall be done by proceedings 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.

D-3 SEVERABILITY. Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which remain in full force and effect.

D-4 MINOR VIOLATIONS. Minor violations of these covenants may be waived by POLO FARMS, SECTION 4, PHASE II, a/k/a POLO TRAILS Subdivision Developers or their agent or successors or assigns, by a written instrument in recordable form. Interpretation of any covenant is made by Developer.

IN WITNESS WHEREOF, the party hereto has caused this instrument to be executed by LAKE BRANDT ASSOCIATES, A N.C. PARTNERSHIP and have hereunto set their hands and seals the day and year first above written.

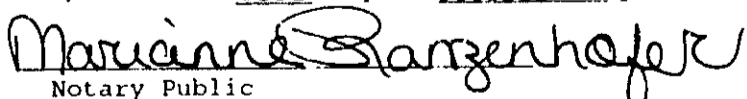
LAKE BRANDT ASSOCIATES, A N.C. PARTNERSHIP

BY:  (SEAL)
Frank L Sessoms, Attorney-in-Fact for
LAKE BRANDT ASSOCIATES

NORTH CAROLINA
GUILFORD COUNTY

I, MARIANNE RANZENHOFER, a Notary Public, of GUILFORD County, State of NORTH CAROLINA do hereby certify that FRANK L SESSOMS, Attorney-in-fact, for LAKE BRANDT ASSOCIATES, A N.C. PARTNERSHIP, 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 LAKE BRANDT ASSOCIATES, A N.C. PARTNERSHIP, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in Book 4441, Page 1881, on July 26, 1996, in the Office of the Register of Deeds of Guilford County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney, and that said FRANK L SESSOMS, acknowledged the due execution of the foregoing instrument for the purpose therein expressed for and in behalf of the said LAKE BRANDT ASSOCIATES, A N.C. PARTNERSHIP. WITNESS my hand and official seal, this the 23rd day of October, 1996.

My Commission Expires:
1/29/97


Notary Public
(SEAL)

MARIANNE RANZENHOFER
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires _____

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