

NORTH CAROLINA
FRANKLIN COUNTY

RESTRICTIVE COVENANTS FOR
FELTON LAKE, A DIVISION OF
MATTINGLY ESTATES

This Declaration of Protective Covenants made this the 25th day of November, 1994, by Melanie C. Mattingly and husband, Lloyd Mattingly and Sharon G. Billings and husband, Kenneth Billings herein called "Declarant";

WITNESSETH:

THAT WHEREAS, declarant is the owner of certain real property hereinafter described, and desires to subject said real property to certain Protective Covenants, Private Road Maintenance Provisions as hereinafter set forth and further desires to reserve unto himself certain drainage easements and utility service easements in connection with the property;

NOW, THEREFORE, the declarant hereby declares that the real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants, Private Road Maintenance Provisions and Easements set forth herein, is located in the County of Franklin, State of North Carolina, and is more particularly described as follows:

Being all of lots inclusive as shown on a plat of a survey by W. Graham Cawthorne, Jr., Registered Land Surveyor, entitled, "Survey Mattingly Estates" dated May 27, 1993, as same appears on plat recorded in Plat Record File 3, Slide 93-221, in the Office of the Register of Deeds of Franklin County as amended by that certain Plat recorded in Plat File C-3-1994-285 in the Franklin County Registry.

1. No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling, a private garage, guest house and other structures for use in connection with said dwelling; provided that any such structures shall be designed, constructed and maintained in keeping with the style and design of said building. No mobile home or modular home shall be placed on any lot. However, a barn for livestock or a lighted tennis court may be erected so long as it complies with the setback requirements.

2. No building shall be located on any lot nearer than 100 feet to the front lot line, or nearer than 100 feet from any interior line nor 100 feet from the high water line of the lake. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot in the subdivision.

3. No dwelling shall be permitted on any lot with less than 1,800 square feet of living space, exclusive of porches, garages, and terraces, and no dwelling shall be constructed with any exterior finish other than brick, brick veneer, stone imitation stone, wood or a material equal to or superior to the above mentioned, or a combination of any of these, it being the intention and purpose of this covenant to assure that all dwelling shall be of a quality of workmanship and material substantially of the same or better than that which can be purchased on the date of this deed and to eliminate the possibility of the construction of a house built solely of cement block.

4. No structure of a temporary character, camper or camper trailer, trailer, basement, tent, shack, garage or other out building shall be used on any lot at any time, as a residence, either temporarily or permanently.

5. 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.

6. No swine may be maintained on any lot.
7. No junk cars or abandoned property shall be allowed to remain on any lot and all lots shall be kept in a neat and orderly manner.
8. All driveways installed from abutting roadways must use a pipe of sufficient size to insure proper drainage, and in no event shall said drainage pipe be less than fifteen (15) inches.
9. No lot of the subdivision may be subdividable more than once, and all lots must be a minimum of five (5) acres. No lot may be subdivided so as to create any new lake front lots and all new lots must be set back a minimum of 300 feet from the high water line of the lake. Any subdivision of a lot that causes a change in the zoning restrictions and any resultant cost will be borne entirely by the subdividing party on behalf of the other lot owners. If a lot is subdivided, the subdivider must provide the new lots with access to the lake.
10. Each lot will have its own well or other approved water source and septic tank or other approved waste disposal system. All water sources and all waste disposal systems must comply with the standard set forth by the Franklin County Health Department. All trash and garbage must be disposed of by a method approved by the Franklin County Health Department or through a duly franchised waste disposal service operating in Franklin County. No dumping shall be permitted on the property. Septic tank and drainage field set back from lake to be at least one hundred feet.
11. It is the intent of these regulations to provide standards for the preservation of trees as part of the land development and building construction process for the purpose of make Felton Lake Development a more attractive place to live, to protect the lake and ecology, provide a healthy living environment, and to better maintain control of flooding, noise, glare, and soil erosion. Therefore: A tree protected zone of 500 feet away from the shoreline and surrounding the lake will exist where no trees 10 inches DBH may be removed except for building/construction and road construction purposes or damaged trees.
12. Relating to the Lake:
- No gasoline powered crafts or pollution generating crafts.
 - Docks are allowed up to a maximum of twenty-five (25) feet in length and in keeping with the environment.
 - All owners will be allowed access to Felton Lake at designated access points if they do not have lake frontage.
13. The developer and the Property Owners Associates reserve access to the dam for maintenance purposes. Maintenance of the dam, roads and lake will be shared equally by the lot owners. If additional lots are created, the new lot owner will share proportionately with said cost of maintenance of roads shall be the responsibility of lot owners abutting and/or using said roads.
14. These covenants will run with and be a part of the title to the property. The existing structure on Lot 8 and the foundation on Lot 2-C, together with a guest house to be erected on the foundation, are exempt from the square footage and setback requirements.
15. These Protective Covenants shall remain in full force and effect and are binding on the property 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 five (5) years; however, by a vote of the two-thirds (2/3) majority of the lot owners in the subdivision, and with the consent of the declarants, the same may be changed, modified or abolished.

360
120
240
120
370
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100

16. These Protective Covenants may be enforced by individual lot owners, the declarant or the Felton Lake Subdivision Property Owners Association.

PRIVATE ROAD MAINTENANCE PROVISIONS

The lots in Felton Lake Subdivision are served by private roads as shown on the subdivision plats. Although titles to all lots in the subdivision stop at the right-of-way lines for all roads, all roads are dedicated for the use of all of the lot owners in the subdivision and the general public. Each of the owners of the lots in the subdivision shall be deemed a member of the Property Owners Association of Felton Lake Subdivision and shall be entitled to one vote per lot owned at the annual meetings of the association. At the first annual meeting, a Board of Directors shall be elected consisting of five members and the five members so elected shall be responsible for providing for the road maintenance. The terms shall be two (2) years for such directors. The costs of any repairs and maintenance contracted for by the Board of Directors shall be assessed equally to lot owners abutting/using said roads. Owners of more than one lot shall be assessed one assessment for each lot owned. In the event a lot owner fails or refuses to pay his proportionate part of the road maintenance, the Association may enforce such payments through civil action to be instituted for such purpose in the General Courts of Justice of Franklin County, North Carolina. The developer and his successors and assigns reserve the right to grant general road easements to the North Carolina Department of Transportation or other governmental authority if it is desired that such private roads be included in the public highway system.

RESERVATION OF UTILITY EASEMENTS

The declarant hereby reserves the right to grant general utility service easements to any public utility desiring to provide service of utilities to the subdivision or any individual lot located in the same.

The declarant reserves service water drainage easement whenever the same may be necessary for the proper maintenance of roads and drives, and the right to direct water from its natural course to a more suitable course within the subdivision whenever it deems the same to be necessary or desirable.

IN TESTIMONY WHEREOF, the declarant has caused this instrument to be signed by the declarant, this the 25 day of November, 1994.

Melanie C. Mattingly (SEAL)
Melanie C. Mattingly

Lloyd Mattingly (SEAL)
Lloyd Mattingly

Sharon G. Billings (SEAL)
Sharon G. Billings

Kenneth Billings (SEAL)
Kenneth Billings

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STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

I, a Notary Public of the County and State aforesaid, certify that MELANIE C. MATTINGLY AND HUSBAND, LLOYD MATTINGLY; SHARON G. BILLINGS AND HUSBAND, KENNETH BILLINGS, each personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 25 day of November, 1994.

Denise R. Barbour
Notary Public



My Commission expires: May 11, 1999

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate of Denise R. Barbour, a

is/are certified to be correct.

Notary (y) (ies) Public,

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 1008, Page(s) 618-621

This 14th day of December, A.D. 19 94, at 11:30 o'clock A.M.

MARTHA L. SHEARIN, REGISTER OF DEEDS

By Denise R. Barbour

Notary Public

RECEIVED

FRANKLIN COUNTY REGISTER OF DEEDS

RAY S. HUNT

THIS DAY OF

48-32 (01) (6) 25 48-32 (9) (27)

OF SATISFACTION PURSUANT TO

CANCELLED BY CERTIFICATE