

DECLARATION OF RESTRICTIVE COVENANTS
FOR PARKER FARM ESTATES SUBDIVISIONBOOK E-17
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KNOW ALL MEN BY THESE PRESENTS:

ROBERT C. PARKER and wife, HELEN J. PARKER, and NEAL PARKER and wife, KATHERINE PARKER, are the owners of a certain tract or parcel of land situate in Cartoogechaye Township, Macon County, State of North Carolina, being a portion of the lands described in the Deed from C. S. Slagle and wife, dated 16 April, 1946, recorded in Deed Book P-5, Page 108, Records of Macon County, North Carolina, and being the same lands shown on the plat entitled "PARKER FARM ESTATES" filed for record in the Office of the Register of Deeds for Macon County, North Carolina, at Plat Card 52.

The description of the property set forth in the plat above referred to is hereby incorporated by reference in this Declaration of Restrictive Covenants.

Robert C. Parker and wife, Helen J. Parker, and Neal Parker and wife, Catherine Parker, intend to sell and convey certain parcels and lots located within Parker Farm Estates hereinabove described, and to establish a general plan for the improvement and development of said subdivision, and do hereby impose upon all of the lands shown upon the plat above referred to, mutual and beneficial restrictions, covenants, servitudes, and charges, under a general plan and scheme of improvements for the benefit of all lots and parcels of the entire premises, and for the owners and their assigns, and for future owners and their assigns, of all of said lands, lots or parcels of land which are a part of Parker Farm Estates.

Each and every one of these restrictions, covenants and reservations is, and all are, for the benefit of each and every owner of land in said Parker Farm Estates, or of any interest therein, and shall inure to, and pass with, each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owner thereof for a period of thirty (30) years from the date hereof, or until amended as hereinafter provided. Each and every owner, and the Parker Farm Estates Property Owners Association, shall,

during the period of these Restrictive Covenants, have the power to enforce compliance with these covenants, conditions, and restrictions on the part of any other owner of property located within Parker Farm Estates.

1. The property shall be used for residential purposes only. Only one detached single family dwelling, not to exceed two stories in height, exclusive of basement, shall be erected on said lot; provided, however, that one small accessory building, which may include a garage, may also be erected on said lot, provided, further that the same may not be used as an apartment of other dwelling.
2. No business activity of any nature may be conducted upon the property, including but not limited to the offering of any item for sale, the manufacture of any item, any repair shop, child care center, rest home, or any other business office.
3. Each lot as shown on the recorded plat shall not be re-subdivided.
4. Each dwelling shall have a minimum of 1,000 square feet of heated floor space on the main level, exclusive of basements, carports, garages, decks and porches.
5. All trucks, campers, boats, motor homes, motorcycles and trailers shall be stored in an area not generally visible from the street or streets.
6. No building shall be placed closer than 15 feet to any boundary line unless two or more lots are improved as a unit, in which event said restrictions shall apply only to the unit.
7. No livestock, poultry or other animals shall be kept on said premises except those maintained solely as household pets. Household pets shall be kept under such restraint so as not to become a nuisance or a threat to other property owners, or their property, or to wildlife in the area.
8. No trailer, mobile home, tent or any other temporary structure shall be allowed on said land except when stored in the manner heretofore provided.
9. All owners of lots shall be required to install a culvert under their driveways at the intersection thereof with the existing road rights of way. Each culvert shall be a minimum of 12 inches in diameter.
10. There shall be no cutting or removal of hardwood trees having a diameter of 14 inches or more measured 4 feet above the ground, excluding those trees which must be removed from the actual construction area.
11. Any dish or saucer-type antenna placed upon the property must be of the mesh type and be painted a black or brown color.
12. The exterior of all structures on the lot must be completed within one year after the commencement of construction thereof, except where natural disaster such as strikes, fires, national emergencies or natural calamities makes completion impossible or would result in great hardship upon the owner or builder.

13. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly, or unkept condition of any structure or on the ground of his lot or lots, which condition would mar or substantially decrease the beauty of the neighborhood as a whole or of any specific area.
14. No noxious or offensive activity shall be carried on on the property, nor shall anything be done thereon intending to cause or causing embarrassment, discomfort, annoyance, or nuisance to the neighborhood.
15. All trash, garbage, and waste shall be kept in sanitary, closed receptacles provided by each lot owner in a screened area not generally visible from the road or from adjoining residences.
16. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within the main dwelling or permitted accessory structure, or otherwise shall be buried underground.
17. An architectural committee has been formed to insure the development of the property in accordance with these restrictive covenants and to control the type, nature, and design of all buildings, structures and other improvements constructed on the property. No building, wall, fence, hedge or other structure shall be placed upon the property unless and until plans and specifications therefor have been approved in writing by the architectural committee. Approval shall not be unreasonably withheld. Each building, wall, fence, hedge or other structure shall be placed upon the property only in accordance with the plans and specifications so approved, a copy of which shall remain on file with the committee. No alterations on the exterior appearance of any building, wall, fence, hedge or other structure shall be made without approval of the committee. In the event that plans and specifications have been submitted for approval to the architectural committee as provided herein, and as submitted by certified mail, return receipt requested, and in the further event that the architectural committee fails to act upon the request for approval within 60 days of receipt of same, then approval shall be deemed granted; provided however, that the plans and specifications submitted shall not be in violation of any of the restrictive covenants herein contained. The architectural committee shall have the authority to grant variances in the set-back distances established herein provided that the proposed structure otherwise complies with all of the terms and conditions of these restrictive covenants.
18. The declarants reserve unto themselves, their successors and assigns, a perpetual, alienable, and releasable easement and right of way on, over and under the ground, to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the transmission and discharge of electricity, telephone, gas, sewer, and other public conveniences or utilities on, in or over 10 feet along the rear of each lot, and 5 feet along the front and each side of said lot. Such easements and rights expressly include the right to take any action reasonably necessary to provide economical and safe utility installation, and to maintain reasonable standards of health, safety and appearance. By reservation of said easements, the declarants in no way obligate themselves, their heirs or assigns, to provide any utility service to any lot in Parker Farm Estates.

19. Each property owner shall be required to become a member of the Parker Farm Estates Property Owners Association, which association shall have as its primary function, the maintenance of the roadways and water system within the subdivision. Each property owner shall contribute to the costs of maintaining the roadways and the water system within the subdivision and the Property Owners Association shall have the power to assess property owners for such amount and shall further have the powers, authorities and responsibility set forth in the By-Laws of the Association as they exist or may hereafter from time to time be amended.
20. Each property owner's proportionate share the cost of maintenance, upkeep, and repair of the roadways, streets, water system and other similar common expenses, and/or the cost of abatement and removal of any structure or other property or thing in violation of these restrictive covenants, as herein provided, shall be, and constitute a lien upon the respective lots to which the same is applicable until the same shall have been paid in full. Failure to pay such assessment or charge within thirty days after declaration and notification thereof to the owner shall constitute grounds for the filing of a Notice of Lien upon the public records of Macon County, North Carolina, which said lien may be enforced as in the cases of lien foreclosure under the General Statutes of the State of North Carolina.
21. No sign of any type advertising the property for sale or for rent shall be displayed to the public view on any parcel, except one sign of not more than two square feet in total size may be used by a builder to advertise the property during the construction and sale period.
22. Each property owner shall be responsible for repairing any damage to the roads within the subdivision caused by himself, his guests, his agents or his employees.
23. Invalidation of any of these covenants, conditions, or restrictions by a judgment or order of court of competent jurisdiction or by the requirements of the State or Federal law shall, in no wise affect the validity of any other provision, and said provisions shall remain in full force and effect.
24. In the event of violation of any of these restrictive covenants, the owner of any lot or the Parker Farm Estates Property Owners Association shall have the right to take such legal or equitable action as is necessary to compel, comply, or to terminate or enjoin any such violation.

IN WITNESS WHEREOF, the declarants have hereunto set their hands and seals, this the 5 day of March, 1987.

Robert C. Parker (SEAL)
Robert C. Parker

Helen J. Parker (SEAL)
Helen J. Parker

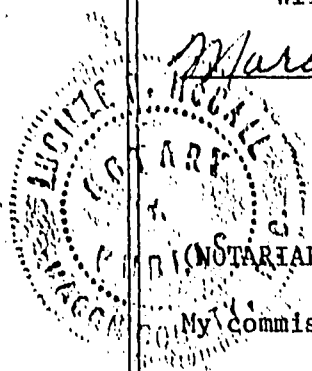
Neal Z. Parker (SEAL)
Neal Parker

Katherine L. Parker (SEAL)
Katherine Parker

STATE OF North Carolina
COUNTY OF Macon

I, Lucille P. McCee, a Notary Public in and
for the aforesaid County and State, hereby certify that ROBERT C.
PARKER and wife, HELEN J. PARKER, and NEAL PARKER and wife, KATHERINE
PARKER, personally appeared before me this day and acknowledged the
due execution of the annexed and foregoing instrument for the purposes
therein expressed.

WITNESS my hand and notarial seal, this the 5 day of
March, 1987.



Lucille P. McCee
Notary Public

My commission expires: 9/17/90

NORTH CAROLINA, MACON COUNTY

The foregoing or annexed certificate(s) of Lucille P. McCee
N. P. of Macon County, State of N.C.; and
N. P. of _____ County, State of _____; attested by her Seal (s)
_____ is certified to be correct, Presented for registration and recorded in this
office in Book E-17 Page 453. This 6 day of March, 1987
at 11:35 o'clock, A. M.
Milton Fouts
Register of Deeds

Milton Fouts
Register of Deeds Franklin, N. C.

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