

Return to: Bill Kracker
1734-B Irish Blvd.
Sanford, NC 27332

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LAUREL THICKET COVENANTS & RESTRICTIONS

PREAMBLE

KNOW ALL MEN BY THESE PRESENTS that the Laurel Thicket Property Owners Association, Inc., of Carolina Trace in Lee County, North Carolina, does hereby covenant and agree to andwith all other persons or Corporations who may become the owners of the following lots or parcels of land or any of them lying and being in Jonesboro Township, Lee County, North Carolina, and more particularly described as follows:

All of the lots recorded in the office of the Register of Deeds of Lee County in Map Book 14, Page 29, and Map Book 14 at Page 60, entitled "Carolina Trace, Laurel Thicket (I and II)"; and in Plat Cabinet I, pages 44 and 45 entitled "Carolina Trace, Laurel Thicket III." Reference to said Maps and Plats is hereby made for a more perfect description of said lots.

Said lots or parcels of land are hereby impressed and subjected to the following Covenants and Restrictions which are hereby made covenants and restrictions running with the land shown upon said Map and Plat Cabinet by whomsoever owned or hereafter acquired, to wit:

- (A) A reservation or easement for the right-of-way to Carolina Power and Light Comp any, its successors and assigns, the right, privilege and easement to go upon the lands to construct, maintain and operate in and upon and through said premises in a manner suitable to it with wires and other necessary apparatus and appliances, a line or lines for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon. The right to permit the attachment of and/or carry in conduit wire and cables of any other company or person, together with the right at all times to cut away and keep clear of said lines all trees and other obstructions that may, in any way, endanger the proper maintenance and operations of the same.

It is understood and agreed that the right-of-way herein granted is for a system of underground electric lines to provide electric service at any point where it is requested on the above-described land, and that said electric lines shall be installed at locations mutually suitable to the parties hereto. The excavations necessary to install, inspect, repair and operate said system of lines shall be backfilled and tamped to conform to the adjacent ground surface and the surplus dirt, if any shall be removed. All roadways shall be resurfaced to conform to previous conditions.

- (B) A reservation or easement for right-of-way to ALLTEL (Heins Telephone Company), its successors and assigns, the right, privilege and easement to go upon the lands to construct, maintain and operate in and upon and through said premises in a manner suitable to it with wires and other necessary apparatus and appliances, a line or lines for the purpose of providing telephone service, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon. The right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, together with the right at all times to cut away and keep clear of said lines all obstructions that may, in any way, end anger the proper maintenance and operation of the same.

It is understood and agreed that the right-of-way herein granted is for a system of underground telephone lines to provide telephone service at any point where it is requested on the above-described land, and that said telephone lines shall be installed at locations mutually suitable to the parties hereto. The excavations necessary to install, inspect, repair and operate said system of lines shall be backfilled and tamped to conform to the adjacent ground surface and the surplus dirt, if any shall be removed. All roadways shall be resurfaced to conform to previous conditions.

- (C) A reservation or easement for right-of-way to Carolina Properties Utility Company, *its* successors and assigns, the right, privilege and easement to go upon the lands to construct, maintain and operate in and upon and through said premises in a manner suitable to it with necessary apparatus and appliances, pipe line or lines for the purpose of providing water and sewer facilities, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon. The right to permit the attachment of and/ or carry in conduits or pipes of any other company or person, together with the right at all times to cut away and keep clear of said lines all obstructions that may, in any way, endanger the proper maintenance and operation of the same.

It is understood and agreed that the right-of-way here in granted is for a system of underground pipe lines to provide water and sewer service at any point where it is requested on the above-described land, and that said water and sewer excavations necessary to install, inspect, repair and operate said system of pipe lines shall be back-filled and tamped to conform to the adjacent ground surface and the surplus dirt, if any, shall be removed. All roadways shall be resurfaced to conform to previous conditions.

- (D) A reservation or easement for right-of-way to Insight Cablevision Company, *its* successors and assigns, the right, privilege and easement to go upon the lands to construct, maintain and operate in and upon and through said premises in a manner suitable to it with cables and other necessary apparatus and appliances, a line or lines for the purpose of transmitting cable television, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon. The right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, together with the right at all times to cut away and keep clear of said lines all obstructions that may, in any way, endanger the proper maintenance and operation of the same.

It is understood and agreed that the right-of- way herein granted is for a system of underground cable television lines to provide cable television service at any point where it is requested on the above-described land, and that said cable excavations necessary to install, inspect, repair and operate said system of lines shall be back-filled and tamped to conform to the adjacent ground surface and the surplus dirt, if any, shall be removed. All roadways shall be resurfaced to conform to previous conditions.

- (E) Three Easement Deeds were executed on August 11, 1988, by and between the Laurel Thicket Property Owners Association, Inc., party of the first part, and Carolina Trace Country Club, Inc., party of the second part; WITNESSETH: That whereas, the party of the first part owns common area property adjacent to Holes 4 and 5 and Holes 14 and 15 of the Carolina Trace Country Club Creek Course, and there are golf cart trails on said property.

Now, therefore, in consideration of the sum of 30 dollars and other valuable considerations moving between the parties, the said party of the first part does give and grant unto the said party of the second part, its successors and assigns, right and easement over the common property adjoining the golf course property, so long as the golf course is operated. When the golf course ceases to operate, this easement shall terminate.

TO HAVE AND TO HOLD unto said party of the second part, its successors and assigns, said right of easement for ingress and egress, so long as the golf course is operated.

Restrictions on use of property applicable to lots shown on the maps recorded in Map Book 14, Page 29, and Map Book 14, Page 60, entitled "Carolina Trace, Laurel Thicket I and II", and in Plat Cabinet I, pages 44 and 45, entitled "Carolina Trace, Laurel Thicket III", recorded in the office of the Register of Deeds of Lee County, North Carolina, and said Restrictions being in the following form:

SECTION I - PROPERTY OWNERS ASSOCIATION

- (1) There is established for Laurel Thickets the Laurel Thicket Property Owners Association, Inc. (the "Association"). The Association operates as a non-profit association.
- (2) Definitions and regulations set forth in the By-Laws of Laurel Thicket Property Owners Association, Inc. (the "By-Laws") are hereby adopted and incorporated by reference in these Covenants and Restrictions and shall govern where applicable.
- (3) Every property owner shall have a right of enjoyment in and to the common properties shown on the Maps of Carolina Trace, Laurel Thickets, and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the provision set out in this section. Owners may not transfer their right to use the recreation areas to Rental Tenants.
- (4) Carolina Trace Corporation held legal title to and control of the common properties in Laurel Thickets from October 30, 1974, to September 15, 1987, when the Association gave evidence that it could adequately maintain and operate the same. At that time, the deed to all the common property in Laurel Thickets I, II, and III was transferred to and accepted by the Association. The deed is recorded in the Office of the Register of Deeds in Lee County in Book 408, Page 491.
- (5) Each property owner, by acceptance of a conveyance of a lot within Laurel Thickets, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay:
 - (a) Annual assessments or charges; and
 - (b) Special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made as hereinafter set out.
- (6) The assessments, annual and special, as aforesaid, shall be for the purpose of promoting the recreation, health, safety and welfare of property owners and, in particular, for the improvement, maintenance, services and facilities relating to the common areas,

including but not limited to the payment of taxes on the common areas, insurance thereon, maintenance, pest control, landscaping and repairing private roads, cart paths and walkways and like common areas and facilities in Laurel Thickets; and, in general, provide those services important to the development and preservation of an attractive community appearance and for the privacy and general safety of all lots. These assessments include membership in the Carolina Trace Association, Inc. and equivalent community-wide organizations concerned with the general welfare of all Carolina Trace residents and with maintaining common properties that are shared by the entire Carolina Trace community.

- (7) The annual assessments shall be assigned yearly or determined by the Board for improved and unimproved lots. An improved lot is defined as a lot where a house has been built, is under construction, or has been approved for construction by the Laurel Thicket Architectural Committee as of the beginning of the assessment year. The amount of the annual assessment may, after consideration of current maintenance costs and future needs, be reduced for any year. The maximum annual assessment may be increased any year not more than ten percent of the annual assessment for the previous year without any vote of the membership. The maximum annual assessment may be increased by an amount greater than ten percent of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting.

At such meeting, members or proxies entitled to cast at least 51% of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth herein, provided that no such subsequent meeting shall be held less than 60 days following the preceding meeting.

- (8) The annual assessments provided for herein shall be on a calendar year basis. Bills for assessments shall be sent to all members in January and are payable by February 15th of the assessment year.
- (9) In addition to the annual assessments authorized herein, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of any construction or reconstruction, repair, maintenance, improvement or replacement of a common area or of a capital improvement upon the common areas, provided any such assessment shall have the assent of two-thirds of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting, and at such meeting, the members or their proxies entitled to cast 51% of all the votes of the membership shall constitute a quorum.
- (10) The Association shall prepare and maintain a roster of all members, with addresses, and assessments applicable thereto, which roster shall be accessible to all members of the Association at all times during normal business hours from the Treasurer.
- (11) If the assessments, either annual or special, are not paid within thirty (30) days of the date due, then such assessments shall become delinquent and shall, together with interest of 1 ½ % per month from the due date, costs of collection, court costs, and

reasonable attorneys' fees, become a continuing lien on the property, in the hands of U1e owner, his heirs and assigns. The personal obligation of the owner to pay such assessment, however, shall remain his personal obligation for the statutory period provided by law and shall not pass to his successors in title unless expressly assumed by them. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property.

The Association shall have the right to suspend the voting rights and privileges of a member for any period during which any assessment against his lot remains unpaid.

- (12) The lien of the assessments provided for in this section shall be prior to and superior to all oilier liens except (a) ad valorem taxes and (b) all sums unpaid on a first mortgage or deed of trust to secure debt of record.

The sale or transfer of any lot shall not affect the assessment lien; provided, however, that the sale or transfer of any lot pursuant to the foreclosure of a first mortgage thereon shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

- (13) There shall be exempted from the charge and liens all common properties dedicated to and used for the benefit of all property owners of Laurel Thickets I, II and III.
- (14) All assessment >, both annual and special, as herein provided, shall be levied, collected and disbursed by the Association.
- (15) The Laurel Thicket Property Owners Association, Inc., is governed by a set of By-Laws, which has a series of Articles designating location of the principal office; who shall be members; meetings of members; Board of Directors; meeting of directors; who shall be officers of the Association; information on contracts, loans, checks and deposits; membership assessments; general provisions; and amendments. The By-Laws were approved by the membership on February 17, 1981. A true and accurate copy of the By- Laws was certified by the Association Secretary on March 15, 1988.

SECTION II - ARCHITECTURAL CONTROL

The architecture of homes and/or improvements to and on each of the lots subject to these covenants will be controlled in tll e following manner by the Architectural Committee.

- (1) The Architectural Committee will be composed of up to three persons designated and appointed by the Association. The chairman of the Architectural Committee shall be elected at the Annual Meeting for a term of two years with no limitation on the number of terms he may serve. The Chairman shall be an ex-officio member of the Association's Board of Directors. Any other members of the Architectural Committee shall be appointed annually by the President.
- (2) Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to these covenants.
- (3) No house, garage, carport, playhouse, basketball goals, outbuilding, fence, wall, or other above-ground structure, e.g., satellite dish, radio or television antenna, etc., shall be commenced, erected or maintained upon any property subject to this Declaration, nor

shall any exterior addition to, change in or alteration of any of said structure be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location, and floor plan thereof, and showing front, side and rear elevations thereof and the name of the builder, have been submitted to and approved by the Architectural Committee, its agents, successors and/or assigns, as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. There shall be no clearing or clear cut of a lot prior to approval of plans for construction.

- (4) In the event the Architectural Committee fails to approve or disapprove plans or locations of a home on a lot within 30 days after said plans and specifications have been submitted to it, such approval will not be required, and this covenant will be deemed to have been fully complied with.
- (5) Any builder of any home upon any property subject to this Declaration must, before beginning construction of each such home, be approved by the Architectural Committee as to financial stability, building experience and ability to build homes or other structures of the class and type of those which are to be built on the property subject to this Declaration. No person shall be approved as a builder by the Architectural Committee unless such person obtains his income primarily from construction of residences. No lot owner will be permitted to act as his own builder or contractor, except where such owner obtains his income primarily from the construction of residences and/or otherwise meets the qualifications for approval by the Architectural Committee as hereinabove set forth.
- (6) Dwelling units constructed on solid wall home sites shall be located so that the exterior of the same shall run two (2) feet inside of and parallel to the designated lot line on the recorded Subdivision Plat.
- (7) No building of any kind, including garages, shall be located on any building site less than 20 feet from the front lot line or less than 25 feet from the property line on any lake or golf course, or less than 25 feet from any rear lot line except if building set back lines so indicate on the recorded plat or with the prior written approval of the Architectural Committee. Where the recorded Subdivision Plat designates a solid wall construction two (2) feet inside of and parallel to the lot line, no portion of the building may be less than eight (8) feet from the opposing lot line.
- (8) The Architectural Committee may grant variances from any of these rules, but no variance shall be granted that violates the privacy of neighbors or the existing standards of design, construction and appearance. The Architectural Committee shall disclose all granted variances at the regularly scheduled Board meeting and each variance will be duly noted in the meeting minutes.
- (9) Existing structures which were approved are grandfathered but do not establish a precedent.

BUILDING REQUIREMENTS - The shape, size, and materials used, and the type of construction of all homes and solid walls shall be approved by the Architectural Committee in accordance with the following:

- (a) All newly constructed homes shall have an exterior minimum of 1650 square feet on the main level, excluding carports, garages, decks and screen porches and a maximum square footage as defined by the setback lines. Each new home must include a garage or carport.
- (b) Dwellings shall be constructed with proper grading so as to insure that no excessive rainwater is discharged upon any adjoining lot.
- (c) All homes with wood burning fireplaces must be equipped with spark arresters on all chimneys.
- (d) Before any house may be occupied, it must be completely finished on the exterior; all of the yard which is visible from any street must be planted with grass or have other ground cover approved by the Architectural Committee.
- (e) No building, fence, mailbox, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any building site until the building plans, specifications and plot plans showing the location of such improvements on the building site have been approved in writing by the Architectural Committee as to conformity and harmony of external design and external materials with existing structures in the area and as to locations with respect to topography, lakes, finished ground elevation and neighboring structures.
- (f) Appurtenant private structures will be permitted only upon written approval of the Architectural Committee.
- (g) All lots subject to these requirements shall be used as single-family residential building sites only. No commercial buildings of any type will be allowed, e.g., auto repair shop, business storage, etc.
- (h) All telephone, electric, and other utility lines and connections between the main utility lines and residences and other building sites shall be concealed and located underground so as not to be visible.
- (i) The foundation shall be covered with earth tone brick.
- (j) No house, including trim, shall be stained or painted or siding applied without prior color approval of the Architectural Committee. The color shall be earth tones.
- (k) The roof shall be shingled with fire retardant shingles or use of metal roofing subject to approval of the Architectural Committee.
- (l) The driveway shall be of concrete, asphalt, crushed rock, stone or brick.
- (m) The lot shall be treated for termites before building.
- (n) A road maintenance fee for construction of new homes or additions to existing homes will be required from all contractors as listed:

New residences	\$2 500
Additions less than 145 sq. ft.	No Fee
From 145 sq. ft. to 500 sq. ft.	\$500

Above 500 sq. ft. to 750 sq. ft.	\$750
Above 750 sq. ft. to 1000 sq.ft.	\$1000
Above 1000 sq.ft.	\$1500

No contractor shall commence the construction of a new residence or an addition until all road maintenance fees are paid. The roads maintenance fees herein authorized shall be reviewed on an annual basis at which time it may be amended or modified in such manner as the Board may authorize.

SECTION III - OTHER RULES AND RESTRICTIONS

The Board is authorized to make and enforce rules governing the common areas, including the recreation areas and other areas of general interest, and rules regarding maintenance of properties. Such rules shall be circulated to all owners and tenants 30 days before they shall be effective. All rules made by the Board may be reviewed or revoked by a majority vote at any annual or special meeting.

Residents must not interfere with the rights of other residents to the quiet enjoyment of their property. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be considered an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of any other nature that may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. It shall be the responsibility of the lot owner to prevent the development of any unclean, unsightly, unkempt, unhealthy, or unsafe conditions of the owner's lot which tends to substantially decrease the beauty or safety of the properties, neighborhood as a whole, or the specific area.

1. **Lot and Building Maintenance and Appearance:** Each property owner shall keep his building and lot properly maintained. Each owner shall keep his lot free of tall grass, undergrowth, dead trees, trash and rubbish. If in the opinion of the Board an owner does not maintain his building or lot as required by these covenants and restrictions, a notification will be sent of any infractions. If the conditions do not improve, the Board may fine the owner. "The Board may also have any required work performed and bill the owner for all costs incurred.

Included is the responsibility of each property owner of an improved lot with a driveway and culvert to maintain that culvert as a free running watercourse. Property owners are also responsible for maintaining clean ditches that readily allow water runoff.

2. **Garbage and Trash Containers:** Containers for garbage or other refuse shall be kept in sanitary conditions in enclosures so as not to be accessible to animals or visible when such enclosure is shut. All garbage and trash containers placed roadside for garbage collection shall be returned promptly to storage after being emptied by the refuse collection contractor. Incinerators for garbage, trash or other refuse shall not be used.
3. **Clotheslines:** Clotheslines are permitted only if they are placed in screened areas and placed so as not to be visible to the occupants of other lots or to the users of any road or recreational area.

4. **Fuel Storage Tanks:** All fuel storage tanks must be screened or buried below the surface of the ground or otherwise placed so as not to be visible to other residents or to the users of any street or recreational area.
5. **Signs:** No advertisement signs (including "For Rent, " "For Sale," or other similar signs), property identification signs, or commercial signs shall be erected or maintained on any lot except with express written permission of the Association, except as may be required by legal proceedings. Decorative signs are not restricted by this provision unless they otherwise violate any other provisions contained herein.
6. **Personal Property:** Personal property, such as tools; bicycles, etc. shall be stored out of sight when not in use.
7. **Pets:** No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats, birds, and fish may be kept or maintained, provided that they are not kept or maintained for commercial purposes. Cats and dogs are restricted to a total of two (i.e., 2 dogs, or 2 cats, or 1 dog and 1 cat) per improved lot and are to be maintained under safe and sanitary conditions. Any exception to the type or number of animals permitted is subject to Board approval. Dogs shall be confined on a leash held by a responsible person or otherwise restrained whenever they are outside the boundary lines of the lot on which they are being kept. Owners are responsible for cleaning up animal waste. Pets must not interfere with other residents' rights to the quiet enjoyment of their properties.
8. **Vehicle Parking:** No trailer, boat, bus, camping vehicle, family motor home or tractor may be stored or regularly parked on the premises except in garages or well screened enclosures. No truck (other than pick-up trucks and vans) may be stored or regularly parked on the premises. A resident may make special arrangements with the approval of the Board for parking these vehicles. No motor vehicles may be parked at any time on any road or common area that would restrict access of emergency equipment. Parking of commercial vehicles (as defined by the North Carolina Motor Vehicles Act, N.C. GEN. STAT. § 20-4.01(3d) (2009)) is prohibited except when responding to a request for service or repairs.
9. **Recreational/Sports Vehicles:** Automobiles, mopeds, motorcycles, A'TVs or other recreational/sports vehicles driven in a noisy, reckless, or speeding manner which annoy or endanger others are prohibited on Laurel Thickets roadways. Golf carts may not be operated on LT roads by any person under 16 years of age unless accompanied by a parent or property owner.
10. **Junk Vehicles:** No inoperable vehicles or vehicles without current registration and insurance will be permitted on the premises. The Association may have all such vehicles towed at the owner's expense.
11. **Trade Materials:** No trade materials or inventories may be stored on the premises. No trade or business activity which involves the transport of goods or sale of said goods may be carried out on an owner's premises.

SECTION IV - COMPLIANCE AND GRIEVANCE COMMITTEE

All Covenants and Restrictions embodied in this Agreement will be supervised and enforced in the following manner by the Compliance and Grievance Committee (the "Committee").

- (1) The President shall appoint a Committee composed of members in good standing. It is highly recommended that the Committee include the chairman of the Architectural Committee and the chairman of the Landscape Committee. The President shall appoint the chair of the Committee. Members of the Committee are not entitled to compensation for services performed pursuant to this covenant.
- (2) Upon recommendation by the Committee, the Board may assess a penalty of up to **fifty dollars (\$50 .00)** for each day upon which an offending party has violated any provisions of the Covenants and Restrictions. The offending party shall pay all costs, including attorneys' fees, related to any enforcement action brought by the Association pursuant to the findings of the Committee.
- (3) The penalties provided by this Article are cumulative and are in addition to any other remedies provided by law.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them commencing January 1, 2011, and continuing until January 1, 2016, at which time said covenants shall be automatically extended for successive periods of one year unless by vote of a majority of the then owners of the lots covered by these or substantially identical covenants, it is agreed to change said covenants in whole or in part.

It is provided that prior to January 1, 2016, these covenants and restrictions may be amended at any time upon a vote according to the regulations set forth in the By-Laws.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in Carolina Trace and which is subject to these or substantially identical covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

IN TESTIMONY WHEREOF, Laurel Thicket Property Owners Association, Inc. has caused this instrument to be executed in its corporate name, by its President attested by its Secretary, with its corporate seal hereunto affixed, all by authority duly given of its Board of Directors.