

North Carolina  
Durham County

PROTECTIVE COVENANTS FOR  
LONDON FARMS SUBDIVISION, PHASES IA and IB

THIS DECLARATION, made and entered into this 26<sup>th</sup> day of September, 2001, by East Geer Ventures, LLC, a North Carolina Limited Liability Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land more particularly described as Lots 78 through 129 and Lot 225 of Landon Farms Subdivision, Phase IA and Lots 35 through 57 and Lots 101 through 106 of Landon Farms Subdivision, Phase IB, as the same are shown on map and survey recorded in Plat Book 152, Page 297, Durham County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future, in Landon Farms Subdivision, Lots 78 through 129 and Lot 225 of Phase IA and Lots 35 through 57 and Lots 101 through 106 of Phase IB, for Declarant to subject said lots as referenced hereinabove to the following Protective Covenants;

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and shall inure to the benefit of each holder thereof.

ARTICLE I

**LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a utility purpose for the benefit of this subdivision or access by the Declarant or its successors in interest, except that if any lot is purchased from the developer by an individual lot owner or builder, then said lot must be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family and a private garage for not more than three (3) cars and (with the approval of the Architectural Control Committee) an accessory building or structure for storage or other appropriate use, not in excess of two hundred fifty (250) square feet in area.

ARTICLE II

**SITE AND PLAN APPROVAL.** No building, fence, swimming pool or any other structure shall be erected, placed or altered on any premises in said development until the building

improvements for which a public authority or utility company is responsible.

#### ARTICLE VI

**NUISANCES.** No noxious or offensive trade or 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 signs or billboards shall be stored or regularly parked on the premises, and no commercial trucks or tractors may be parked regularly upon the premises. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a doctor's office, professional office of any kind, fraternity house, rooming or boarding house, group home, antique or gift shop, shall be carried on upon any lot.

#### ARTICLE VII

**TEMPORARY STRUCTURES.** Except as hereinbefore set forth, no trailer, tent, shack, barn or other out building, except a private garage for not more than three (3) cars, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Control Committee, no detached building shall at any time be used for human habitation, either temporarily or permanently.

#### ARTICLE VIII

**FENCES.** No fence, wall, hedge or mass planting shall be permitted beyond the line extending from the front of the house to either side lot line, except upon approval by the Architectural Control Committee. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the community, including any lot, without the prior written consent of the Architectural Control Committee. The committee may issue guidelines detailing acceptable fence styles or specifications, but in no event shall hogwire be approved.

#### ARTICLE IX

**ACCESSORY BUILDINGS.** No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, doghouses, and greenhouses) shall be placed on any lot without the prior written approval of the Architectural Control Committee, with said committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. Under no circumstances shall metal storage buildings be permitted. All accessory buildings must conform to the same architectural style as the residence located on the same lot. Carports opening to the front of the house are expressly prohibited hereby.

#### ARTICLE X

**APPEARANCE.** Each owner shall keep his building site free from tall grass, undergrowth, dead trees, trash and rubbish, and properly maintained so as to present a pleasing appearance

within the subdivision. In the event an owner does not properly maintain his building site as above-provided, in the opinion of the Declarant and/or Architectural Control Committee, then Declarant (or its successors in interest), at its option, may have the site cleaned to its or the Architectural Control Committee's satisfaction, and the costs thus incurred shall be the responsibility of the lot owner. The costs of clean-up, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

All non-masonry front steps and stoops must be approved prior to construction by the Architectural Control Committee. Location of satellite television receivers must be approved in writing by the Architectural Control Committee prior to installation, and only small sized satellite television receivers will be acceptable, but in no event shall any receiver be visible from any road within the subdivision. A satellite television receiver shall be considered small if it is two feet or less in diameter. No clothes lines shall be permitted. Trash cans must be located as to not be visible from any road within the subdivision. No tree houses, playhouses, motorcycles, supplies, tractors, boats, trucks (other than one pick-up truck rated one-half ton or less), trailers, vans (other than one noncommercial van owned and operated on a regular daily basis by the owner-occupant of the lot), campers or other equipment or vehicles, except for operative licensed automobiles, shall be regularly parked or stored in any area on a lot except inside an enclosed building, behind screening approved by the Landon Farms Homeowners' Association or its designated Architectural Control Committee. Communication towers are expressly prohibited. All primary fuel storage tanks must be placed underground. All mailboxes shall be of the same type and shall be provided to the first permanent Owner by the builder of the dwelling unit. Brick mailboxes are expressly prohibited. No inoperable motor vehicles may be parked on any lot if visible from any road within the subdivision.

#### ARTICLE XI

**ANIMALS.** No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes.

#### ARTICLE XII

**PARKING.** Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the subdivision. Owners of lots shall not be permitted to park boats, trailers, campers, commercial vehicles and all other similar property on the streets in the development, and such property shall not be permitted to be parked where it is visible from any streets within the subdivision.

#### ARTICLE XIII

**UNDERGROUND UTILITIES AND STREET LIGHTING.** Declarant reserves the right to subject the real property described hereinabove to a contract with a suitable utility company or its successors in interest for the installation of underground electric cables and the installation of

street lighting, either or both of which may require a continuous monthly charge to the owner of each lot.

ARTICLE XIV

WATER AND SEWER. All lot owners shall be subject to monthly charges as approved by the proper public authorities for water and sewer for domestic usage. Individual wells are not allowed.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its Member Manager, and sealed with its seal, by authority of its Member Manager, as of the day and year first above-written.

East Geer Ventures, LLC.

BY: Jerry Stoltz, Jr.  
Member Manager  
Jerry Stoltz, Jr.

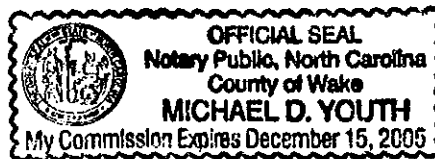
ATTEST:  
JDS 9/26

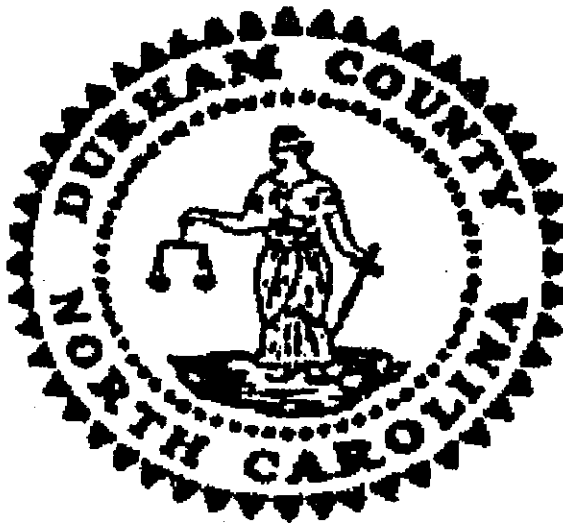
North Carolina  
Wake County

I, the undersigned, certify that Jerry Stoltz, Jr., a Member/Manager of East Geer Ventures, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the Limited Liability Company. Witness my hand and official stamp, this 26th day of September, 2001.

Michael D. Youth  
Notary Public

My Commission Expires:





WILLIE L. COVINGTON  
REGISTER OF DEEDS , DURHAM COUNTY  
DURHAM COUNTY COURTHOUSE  
200 E. MAIN STREET  
DURHAM, NC 27701

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Filed For Registration: 09/28/2001 01:46:32 PM

Book: RE 3216 Page: 886-891

Document No.: 2001043899

DECL 6 PGS \$16.00

Recorder: CYNTHIA Y FRAZIER

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State of North Carolina, County of Durham

The foregoing certificate of MICHAEL D YOUTH Notary is certified to be correct. This 28TH of September 2001

WILLIE L. COVINGTON , REGISTER OF DEEDS By: *Gaile Baker*  
Deputy/Assistant Register of Deeds

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