

VANCE COUNTY, N. C.
FILED FOR RECORD

2004 SEP 15 PM 3: 57

CYNTHIA S. ABBOTT
REGISTER OF DEEDS

06258

STATE OF NORTH CAROLINA
COUNTY OF VANCE

RESTRICTIVE COVENANTS

WHEREAS, Lebert A. Howes, is the owner in fee of the following described lots or parcels of land located in Henderson Township, Vance County, North Carolina, and more particularly described as follows:

Being all of Lots 1, 2 and 3 as shown on that survey by Alan's Surveying Company titled "Survey for Lebert Howes" dated 6/24/2002 and revised 4/9/2003 and recorded in Plat Book "W", Page 791, Vance County Registry.

WHEREAS, Lebert A. Howes, hereinafter referred to as "developer", for the purposes of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in said above-described development do hereby covenant to and with the present and future owners of said lots as follows:

A.1. No lot shall be subdivided without the written consent of the developer or their successors, assigns or legal agent, except that two lot owners may subdivide a lot lying between them; provided, further, that adjoining lot owners may adjust the common boundary line by the sale or exchange of the property between such owners, so long as such sale or exchange conforms in all respect with the zoning ordinances of Vance County, North Carolina; and so long as said sale or exchange conforms with all other provisions of these restrictive covenants.

A.2. No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or placed on any lot closer than 30 feet from the margin of the right of way of the road granting access to said lot, nor 20 feet from the side lines of said lots, nor closer than 20 feet from the rear lines of said lots, but any property line joining with the Kerr Reservoir shall not have any setback requirements. The developer or their successors, assigns, or legal agent, reserves the right to grant, in writing, a variance or waiver of up to 20% of an applicable setback requirement, should the developer or their

RESTRICTIVE COVENANTS

PAGE 2

successors, assigns or legal agent, in their sole discretion deem the same to be advisable.

A.3. No structure of a temporary character, including tents and trailers, single wide, double wide triple wide or any other type of mobile homes, shall be used on any lot at any time as a residence, either temporarily or permanently. For any modular homes to be placed on any lot, written permission must be obtained from the developer or their successors, assigns, or legal agent. The plans and specifications of all building to be built or placed upon all lots must be approved in writing by the developer or their successors, assigns, or legal agent.

A.4. Any dwelling, exclusive of open porches and garages, shall contain a minimum of 1200 square feet, measured from outside wall lines. No dwelling, building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the lot) shall be placed or constructed on any lot unless and until the plans, specifications and location for such placement or construction shall have been approved in writing by the developer or their successors, assigns or legal agent. No such dwelling, building, structure, outbuilding, etc., shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding or masonite siding (without the prior written approval of the developer or their successors, assigns or legal agent) as a major exterior foundation or siding building material. Approval by the developer shall not constitute a basis for liability of the developer for any reason, including, without limitation: (1) the failure of the plans to conform to any application building code; or (2) inadequacy or deficiency in the plans resulting in defects in the improvements.

A.5. All driveways shall be constructed of at least four (4) inches of gravel and shall also be in compliance with all specifications of the State of North Carolina.

A.6. No animal, livestock (including pet pigs), or poultry of any kind shall be raised or bred on any lot except for dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to the other lot owners.

A.7. No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all lots shall be kept in an orderly and sanitary condition at all times.

A.8. No automobile or equipment that is inoperable will be allowed to remain on any

RESTRICTIVE COVENANTS

PAGE 3

lot for more than fifteen (15) days.

A.9. No billboard or signs (except those suitable for sale of lot) shall be permitted or maintained on any lot.

A.10. No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein described unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance County Health Department and North Carolina State Board of Health. No outdoor toilets or privy shall be constructed on any lot.

A.11. No noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done on the lots herein described which may be or may become an annoyance or a nuisance to the other properties now owned by the developer or to the neighborhood.

A.12. The developer assumes no responsibility of maintenance and upkeep of any well or septic tank required by an owner or future owner relative to the use of said property, and each owner hereafter shall maintain and be responsible for the upkeep and the installation, maintenance and upkeep of any such water or septic system desired by them for the use of said premises.

A.13. Invalidity of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

A.14. These provisions are to run with the lots and shall be binding on all parties owning the lots and all persons claiming under them for a period of 30 years from the date these restrictions are recorded, after which said time, said covenants shall be automatically extended for additional periods of 10 years each, unless an instrument signed by three-fourths of the then owners of the similarly restricted lots has been recorded in which it is agreed otherwise.

A.15. Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages against any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same. The non-profit association as described above shall assume all responsibility for enforcement of and any approvals, variances, releases and permissions required under these restrictions once fifty percent (50%) of the lots have been sold.

IN WITNESS WHEREOF, the developer has caused this instrument to be executed and sealed

RESTRICTIVE COVENANTS

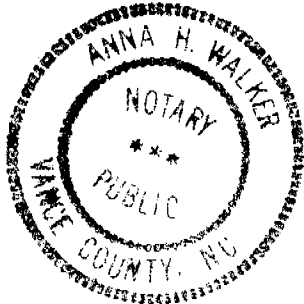
PAGE 4

in its name by its duly authorized managers, this 15 day of September, 2004

Lebert A. Howes (SEAL)
Lebert A. Howes

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of said County and State, do hereby certify that **Lebert A. Howes** personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 15 day of September, 2004.



Anna H. Walker
Notary Public
My Commission Expires: 10-16-04

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Anna H. Walker, Notary Public Of Vance County, NC., is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By: Shelia S. Broadbent Deputy