

VANCE COUNTY, N. C.  
FILED FOR RECORD

2005 APR 13 PM 2:44

CYNTHIA S. ABBOTT  
REGISTER OF DEEDS

02230

STATE OF NORTH CAROLINA  
COUNTY OF VANCE: RESTRICTIVE COVENANTS  
: FOR UNSOLD LOTS IN  
: CAROLINA PINES  
SECTIONS ONE, TWO and THREE

We, the undersigned, being the owners and developers of Carolina Pines Sections One, Two and Three do hereby place the following Restrictive Covenants on all unsold lots (as shown on the latest revisions thereof) in Sections One, Two and Three of Carolina Pines and as shown on plat prepared by John L. Hamme, Civil Engineer and Land Surveyor on February 10, 1984 and revised on June 22, 1994 and as shown on plats recorded in Plat Book "V" at Page 291, in Plat Book "V" at Page 369, in Plat Book "U" at Page 487, in Plat Book "W" at Page 111, in Plat Book "V" at Page 22, and in Plat Book "V" at Page 370, Vance County Registry:

1. No subdivision of any lot in said sections shall be made without the written consent of the Grantors, their heirs and assigns.
2. Only one single family residence with garage and utility building incidental thereto may be erected and maintained on each of the lots in said sections, specifically, no duplex or other type of multi-family dwelling shall be permitted on any lot.
3. Only one single family one-story dwelling shall be built on any of the lots; the main body of which dwelling, exclusive of garages, porches, passageways, stoops and terraces, shall contain at least 2,200 square feet of living area if the dwelling is only one story. Should the dwelling be split-level or two-story the same shall contain at least 2,400 square feet of living area in the main body of the dwelling.
4. No single family residence nor the garage therefor or any utility building incidental thereto shall be built, or later altered on any lot, until the plans and specification for each have been submitted to and approved in writing by the Grantors herein, their heirs and assigns.
5. The location of any residence, garage or utility building to be built or erected on any of said lots must be approved in writing by the Grantors herein, their heirs and assigns, prior to commencement of construction.
6. The lots in said sections shall be used only for single family residential purposes.
7. All garbage containers on any of said lots shall be screened from view from all streets and garbage shall be disposed of at least weekly from all such containers.
8. No livestock or horses shall be kept on any lot. Usual household pets, such as dogs or cats, may be kept so long as they shall not be a nuisance to neighbors; however, a business of raising pets shall not be permitted.
9. The lots shall at all times be maintained in a neat and groomed state so as not to detract from the neighborhood.
10. All driveways for single family dwellings shall be paved.
11. No trucks or other commercial vehicles having a capacity of more than  $\frac{3}{4}$  tons shall be parked on said lots or streets for other than a visit, and excessive numbers of motor vehicles shall not be stored or parked on any said lot.
12. Doors or openings for any garage placed or erected on any of said lots shall open to the side or rear, and shall not be permitted to face to the front of said lots.
13. Chain link fences shall be permitted only in the rear of any house erected on any of said lots, and shall not be permitted in front yards (or on any portion of any interior boundary line which is closer to the front street than is any part of the dwelling) or abutting any street.

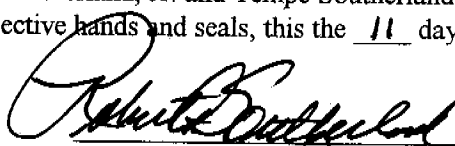
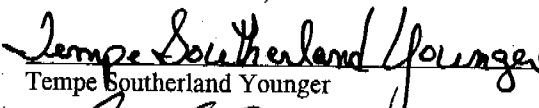
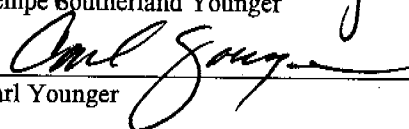
## RESTRICTIVE COVENANTS

PAGE 2

14. All electric distribution lines and service lines to any lot shall be placed underground.
15. The owner of each lot shall be responsible for payment of a prorata share of the monthly payment due to Progress Energy, or its successor, for the cost of street lighting; said payments to begin when any dwelling constructed on said lot is permanently occupied.
16. Easement for utilities to serve the lots in said sections are expressly reserved by the Grantors 10 feet in width along the street right-of-way.
17. Any property subject to these restrictive covenants is also subject to the provisions of that certain Road Maintenance Agreement, dated December 13, 1985 and recorded in Book 602 at Page 533, Vance County Registry, which are hereby also made applicable to Turner Lane (and these lots fronting on the same).

The above conditions are covenants running with the land and shall be binding upon the Grantees herein, their heirs and assigns, until July 1, 2030 and cannot be altered or changed prior to that date without the written consent of the Grantors, their heirs and assigns.

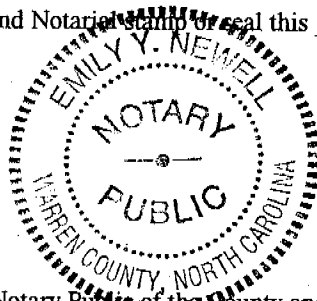
IN TESTIMONY WHEREOF, Robert A. Southerland, Jr. and Tempe Southerland Younger and husband, Carl Younger have hereunto set their respective hands and seals, this the 11 day of April, 2005.

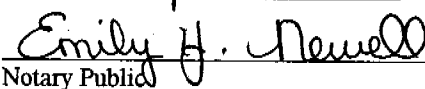
 (SEAL)  
Robert A. Southerland, Jr.  
 (SEAL)  
Tempe Southerland Younger  
 (SEAL)  
Carl Younger

State of North Carolina  
County of Vance

I, the undersigned Notary Public of the County and State aforesaid, certify that Robert A. Southerland, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 11<sup>th</sup> day of April, 2005.

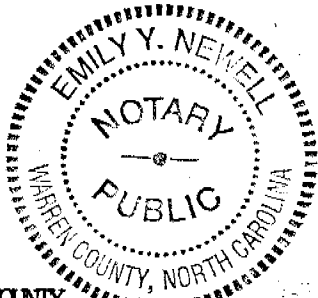


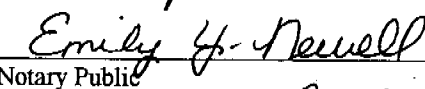
 (SEAL)  
Notary Public  
My Commission Expires: 7-21-06

State of North Carolina  
County of Vance

I, the undersigned Notary Public of the County and State aforesaid, certify that Tempe Southerland Younger and husband, Carl Younger, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 11<sup>th</sup> day of April, 2005.

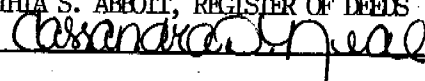


 (SEAL)  
Notary Public  
My Commission Expires: 7-21-06

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificates of Emily Y. Newell, Notary Public of Warren County, NC are 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:  Deputy