

Prepared by: Nicholas Long, Jr., Zollicoffer & Long, Henderson, NC

VANCE COUNTY, N. C.

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS FOR FILE 3: 44
DEVELOPMENT OF COBBLE STONE PHASE II

COUNTY OF VANCE

CYNTHIA S. ADAMS
REGISTER OF DEEDS

WHEREAS, WW PROPERTIES, a North Carolina General Partnership consisting of William Phillip White and Curtis A. White, is the owner in fee simple of the following described parcels of land,

A subdivision consisting of 26 lots numbering 35 through 61 entitled "Plat of Cobble Stone Phase II as shown on Plat prepared by John L. Hamme, Civil Engineer and Land Surveyor, dated August 20, 1998 and recorded in Plat Book W, Page 173, Vance County Registry.

WHEREAS, WW PROPERTIES (the "Developers") (when approval of Developers is required below, the signature of either Partner shall be sufficient), for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy houses in the said above-described development, do hereby covenant to and with the present and future owners of any lots sold from said tract as follows:

1. The above described lots of land shall be used for residential purposes only; no dwelling may be erected, altered, place or permitted to remain on the above-described lots other than one single-family dwelling (and one detached garage), not to exceed two stories in height, exclusive of basement; and in any event, no structure shall exceed thirty five (35) feet in height.
2. No building, garage, structure, outbuilding, fence or other improvement of any nature whatsoever shall be constructed on the property unless and until the plans for such construction have been approved in writing by the Developers, or its successor or designed Agent. The plans to be submitted to the Developers shall include: (i) the construction plans and specifications, including all exterior colors and proposed landscaping and grading and (ii) a plat showing the location of all proposed improvements. No construction shall begin and no portion of the Property shall be graded except in accordance with the approved plans.
3. All homes constructed in said subdivision shall have heating living areas, exclusive of one-story open porches and garages, of at least 1450 square feet for a two story house or a split-level house, and 1200 square feet for a one story house and 1350 for a one and one-half story house. The roof pitch for a one story house shall have a minimum nominal vertical rise which passes in the trade of at least seven (7) feet for each twelve (12) feet of horizontal run (a 7/12 pitch roof). All other homes shall have a minimum nominal vertical rise of at least five (5) feet for each twelve (12) feet of horizontal run (a 5/12 pitch roof).
4. No building, structure, outbuilding or other improvement shall be constructed on the Property except by conventional construction, and no single or double-wide mobile home or dwelling of similar construction shall be erected on the property, however, a pre-cut building or other modular home may be erected upon the Property.
5. Approval of the proposed plans and specifications shall be based upon the compliance with the provisions of these Restrictive Covenants, the quality of workmanship and materials, harmony of exterior design with the surrounding structures, location of improvements with respect to topography and finished grade elevation, the effect of the construction on the natural vegetation and all other factors which in the sole opinion of the Developers shall affect the desirability or suitability of the proposed improvements.

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6. All permanent driveways must be of concrete construction and be completed within (1) one year of the completion date of the house.
7. Approval by the Developers shall not constitute a basis for liability of the Developers for any reason, including, without limitation: (1) failure of the plans to conform to any applicable building codes, or (ii) inadequacy of deficiency in the plans resulting in defects in the improvements.
8. No lot or group of lots shall be subdivided without the prior written consent of the Developers, their heirs, assigns, devisees or designated agent. Only one residence may be constructed on any Lot; provided, however that outbuildings and other improvements may be constructed if approved by the Developers as proved above.
9. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) feet advertising the Lot for sale or signs used by a builder to advertise the lot during construction and sale period.
10. No structure of a temporary character, (including tents or trailers or mobile homes shall be used on any lot at any time as a residence, either temporarily or permanently; provided however, that this clause shall not be constructed to prevent servant's quarters being installed over a detached garage or other outbuilding, with the prior written permission of the Developers.
11. No dwelling (or other structure or improvement permitted by these restrictions) shall be hereafter erected, altered, or placed on the property herein conveyed closer than fifty (50) feet from the margin of the right of way of the road granting access to said lots (or eighty (80) feet from the centerline of said road right of way) (except the front setback shall be forty-five (45) feet from the margin of the road right of way if the street is a cul-de-sac), nor closer than ten (10) feet from any interior lot line, nor closer than fifteen (15) feet from the side or rear lot lines of said Lot. For purposes of this paragraph, eaves, steps, and cornices shall not be considered part of a building.
12. No animals, livestock, or poultry of any kind shall be raised or bred on any Lot, except that dogs, cats, or any other normal household pets may be kept, provided (1) they are not kept, bred, or maintained for any commercial purpose and (ii) they shall not become an annoyance or nuisance to other Lot owners.
13. No noxious or offensive activity shall be carried on or allowed upon any portion of the Property nor shall anything be done thereon that may be or become a nuisance or annoyance.
14. No part of the property herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garage, or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in rear yards only.
15. No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein conveyed 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 tract.
16. Each Lot shall be maintained free of tall grass, underground, dead trees, weeds and

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trash, and generally free from any condition that would decrease the attractiveness of the Property.

17. No temporary or above ground swimming pool in excess of one hundred (100) square feet shall be permitted on any Lot.
18. Any motor vehicle or other motor conveyance not in a running condition must be removed within thirty (30) days. No disabled, junked or dismantled motor vehicles shall be allowed on any lot.
19. All exposed foundations of the residence constructed on the Property shall be of brick or stone veneer, unless approved by the developers.
20. Easements for utilities and drainage are reserved for ten (10) feet along all front, side and rear property lines, and the right is reserved for the Developers, their successors and assigns to establish and grant additional easements along any streets, avenues or drives for the purposes of furnishing utilities in or through said subdivision.
21. No antenna, aerial or other such device shall be erected on any Lot, other than a normal antenna, aerial or device necessary to facilitate the reception of television signals and/or radio, without the prior written consent of the Developers. In no event, however, shall any such device be more than twelve (12) feet in height.
22. The Developers reserve the right to subject the property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or street lighting, either or both of which will require a continuing monthly payment to Carolina Power & Light Company by each purchaser of property in said subdivision. The Developers also reserve the right to subject the property in the subdivision to a contract with the City of Kittrell, or other governmental agency, for the installation of water mains and hydrants for the furnishing of water to the subdivision which may require an initial payment and/or continuing monthly payments to the City of Henderson, or other governmental agency by the owners of each Lot.
23. Each and every owner of property in said subdivision hereby agrees to bear their pro-rata cost necessary to maintain the private street or road which provides access to the property in an all weather condition, with the cost of said care, upkeep and maintenance to be divided proportionately between the parties hereto, based on the number of lots in the subdivision using said access road; until such time as said road is accepted by the North Carolina Department of Transportation for maintenance, and the Developers hereby reserve the right to subject all of the lots in said subdivision to a right of way in favor of the Department of Transportation at such time as the said Department is willing to accept the road for public maintenance.
24. The Developers shall be responsible for contracting for any road maintenance work which may be required for the road providing access to the property, and shall be responsible for any decisions regarding the need for maintenance and the manner and extent of said improvements or repairs to be completed.
25. No Owner shall drive or park or permit or allow any other person to drive or park any heavy equipment (including tractor-tailors) on the private road in question, except that moving vans, landscaping and driveway grading equipment may be allowed for brief periods of time in connection with improvements to said lots or when Owners are moving into improvements located on the said lots.

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26. All Owners agree to observe posted speed limits along said road.
27. The Developers reserve the right to subject other, adjoining lands owned by them to the terms and conditions of these Restrictive Covenants, including specifically the right for said adjoining parcels to use the private roads in this subdivision.
28. These restrictions and conditions are covenants running with the land and shall be binding on all owners of property covered by these restrictive covenants and all persons claiming under them for a period of twenty years from the date of these Restrictive Covenants and cannot be altered or changed prior to that date without the written consent of the Developers, their heirs, assigns or devisees. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect. The enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
29. Unless specifically prohibited herein, these Restrictive Covenants may be modified or amended by a duly recorded instrument signed by the Developers (so long as the Developers retain any interest in the property) and by the Owners of sixty per cent (60%) of those Lots which have been conveyed by the Developers.

This 24th day of February, 1999.

**WW PROPERTIES, A North Carolina
General Partnership**

By: William Phillip White (SEAL)
William Phillip White, Partner

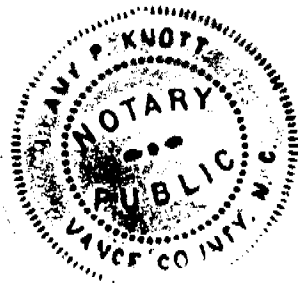
By: Curtis A. White (SEAL)
Curtis A. White, Partner

STATE OF NORTH CAROLINA Vance COUNTY

I, a Notary Public of the County and State aforesaid, certify that William Phillip White and Curtis A. White, Partners of WW Properties, a North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official seal, this 24th day of February, 1999.

My Commission Expires: May 13, 2002 Amy P. Knott Notary Public

ak/CobS2.RC



STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Amy P. Knott, Notary Public of Vance County, N.C. is certified to be correct. This instrument and 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: Cathie Ross Assistant