

NORTH CAROLINA

RESTRICTIVE COVENANTS

VANCE COUNTY

WHEREAS, Meekins Marina, Inc., a North Carolina corporation, with its principal office and place of business in Vance County, North Carolina, has acquired a certain tract or parcel of land on Kerr Lake, in Middleburg Township, Vance County North Carolina, by deed recorded in Book 454 page 636, Vance County Registry; and

WHEREAS, the said Meekins Marina, Inc. has caused a portion of said tract to be sub-divided into lots, which are shown on a certain plat entitled "Subdivision of Meekins Marina, Inc." made by Lemuel H. Jenkins, P.E. dated July 16, 1970, which plat appears of record in Plat Book "S" at page 60 in the office of the Register of Deeds of Vance County, North Carolina, which plat shows 37 lots numbered 1 through 37 inclusive; and

WHEREAS, Meekins Marina, Inc. wishes to impose certain restrictions upon the use of said lots, for the protection of itself and the various persons who may from time to time acquire said lots;

NOW, THEREFORE, effective as of the date of the recording of this instrument in the Office of the Register of Deeds of Vance County, North Carolina, Meekins Marina, Inc. does hereby impose the following restrictions on those certain lots numbered 1 through 37 inclusive as shown on the plat of the Subdivision of Meekins Marina, Inc. hereinbefore referred to:

1. Said lots shall be used for single family residential purposes only, and no business or commercial activities of any kind may be conducted thereon.

2. No activities shall be conducted or carried out on any of said lots which shall result in excessive noise, odors, or which shall constitute a public nuisance of any description.

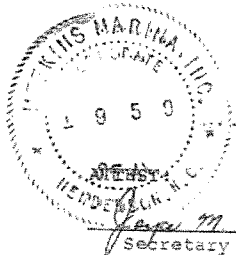
3. There shall be no subdivision of any of said lots, and only one residence may be erected on any numbered lot. In addition to a residential dwelling, a garage and/or a boat shelter may be erected on any numbered lot, provided said garage and/or boat shelter shall not contain any living or sleeping quarters therein.

4. Within a period of five (5) years immediately following the date of the purchase of a lot from Meekins Marina, Inc., the owner may maintain a mobile home or similar temporary structure on said lot, but after the expiration of such five (5) year period, there shall be no mobile home or temporary structure of any kind kept or maintained on a lot.

5. These restrictive covenants shall run with the land.

6. These restrictions shall be and remain in full force and effect until Dec. 31, 1999, unless sooner modified, amended or rescinded by Meekins Marina, Inc.

IN TESTIMONY WHEREOF, Meekins Marina, Inc. has caused this instrument to be signed in its name by its President, attested by its Secretary and sealed with its corporate seal all by due authority of its Directors the day and year first above written, July 30, 1970.



MEEKINS MARINA, INC.

By: David E. Meekins

President

James M. Lott  
Secretary