NORTH CAROLINA,

VANCE COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are all the sole owners in fee simple of all of the lots or parcels of land comprising the property known as "Lynnbank Acres" and more particularly defined and designated by numbered lots on the plat of Luther E. Stegall, R. L. S., dated July 2, 1977, entitled Lynnbank Acres Subdivision, Kittrell Township, Vance County, North Carolina, Charles C. Roberts and wife, Betsy W. Roberts, Owners, and all those lots or parcels of land designated by numbered lots on the plat.

AND WHEREAS, the undersigned contemplate the development of the lands hereinbefore set forth into a residential subdivision with only detached single-family dwellings to be constructed therein.

AND WHEREAS, the undersigned desire that the owners and subsequent owners of the said lots be protected by the restrictions and covenants hereinafter set forth in addition to any and all covenants now appurtenant to any of the aforesaid lots.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby covenant and agree among themselves and with all persons, firms or corporations hereafter acquiring any of the property in the area known as Lynnbank Acres, that the said lots or parcels of land are hereby subject to the following restrictions, which shall run with the said property and be binding upon the undersigned and all persons who claim under them; and that all subsequent conveyances thereof shall be subject to the terms, restrictions, and conditions of the

following covenants, to wit:

1. No lots shall be used except for residential purposes; no buildings shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling, a private garage and other structures for use in connection with said dwelling; provided, that any such structures shall be designated, constructed and maintained in keeping with the style and design of said building.

2. No dwelling shall be erected on any lot which dwelling has a total area of the main structure, exclusive of open porches, garages and carports, of less than 1,100 square feet. Each dwelling shall be constructed in accordance with conventional methods of construction. No modular unit or units shall be used in the construction of any dwelling or any portion of a dwelling. Any other dwelling shall not be erected upon any lot unless and until the plans, specifications and design of the proposed dwelling shall have first been submitted to, and accepted in writing by Charles C. Roberts, his heirs, assigns or legal agent.

3. No structure of a temporary character, trailer, mobile home, modular unit, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. No lot as shown by the official map of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot. In no event, however, shall more than one dwelling be erected on any one lot or any one lot to which there has been made an addition.

6. No swine shall be permitted to be harbored on any lot in Lynnbank Acres Subdivision.

7. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them, for a period of twenty-five years from the date of this deed, at the expiration of which period said covenants and restrictions shall terminate.

8. If any person, firm or corporation, or their heirs, successors and assigns, shall violate or attempt to violate any of these covenants and restrictions, prior to the expiration of the same, it shall be lawful for any owner of a part of the property herein described to prosecute and maintain any proceeding at law or in equity against said persons, firm or corporation violating or attempting to violate any of said covenants and restrictions to prevent him or it from doing so and/or or to recover damages for such violations.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the 10th day of January, 1978.

Charles C. Roberts (SEAL)

Betsy Woodlief Roberts (SEAL)

NORTH CAROLINA

VANCE COUNTY

I, Ethel R. Taylor, a Notary Public of the County and State aforesaid certify that Charles C. Roberts and wife Betsy W. Roberts personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 10th day of January, 1978.

Ethel R. Taylor
Notary Public

ETHEL R. TAYLOR NOTARY PUBLIC VANCE COUNTY, N.C.

My Commission Expires: 1-12-81

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Ethel R. Taylor, Notary Public of Vance County, N.C., is certified to be correct. This instrument was presented for registration and recorded in this office in Book 535, Page 165.

This the 10 day of January, 1978, at 11:55 o'clock.

SARAH H. HALE, REGISTER OF DEEDS

BY: Faye Maynard
Assistant Register of Deeds