

MAIL AFTER RECORDING:

KEZIAH, GATES & SAMET, Post Office  
Box 2608, High Point, NC 27261

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NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Kirby, White & Robinson, a North Carolina general partnership (the "Developer"), hereby declares each lot in Interstate Business Park, a plat of which is recorded at Plat Book 32, Page 91, in the Office of the Register of Deeds for Randolph County, North Carolina, to be subject to the following restrictive covenants:

1. **SUBMISSION OF PLANS.** No construction, grading or excavation (including alterations affecting exterior appearance) may commence or proceed on any lot unless the following plans have been submitted to and approved in writing by the Developer:

- (a) site plan;
- (b) grading and soil erosion plan;
- (c) front elevation (for each wall facing a street);
- (d) all signs not shown as a part of the front elevations referred to in subparagraph (b) above; and
- (e) landscaping plan (may be shown as part of site plan).

The good faith decision of the Developer as to whether the drawings as submitted comply with the provisions of these restrictions shall be binding and conclusive upon all parties. The Developer agrees promptly to approve or disapprove all plans submitted pursuant to this paragraph. If the Developer fails either to approve or disapprove properly submitted plans within ten (10) working days following receipt, the plans shall be conclusively presumed to have been approved by Developer.

2. **SETBACK REQUIREMENTS.** No portion of any structure or fence or truck parking (except trucks parked at loading docks), or storage areas may be located within the setback area, which is defined as all portions of the lot closer than fifty (50) feet to the right-of-way line of any street as shown on the plat, except that automobile parking areas and approved signs may be located within the setback area.

3. **VEHICULAR AREAS.** All vehicular areas closer to any street than any portion of a building must be paved with asphalt or concrete. Vehicular areas and driveways must be of sufficient area to accommodate all parking requirements associated with improvements on the lot, and to permit all vehicle maneuvering in connection with parking and loading activities to take place within the property lines of the lot.

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4. **LOADING AND STORAGE AREAS AND EXTERIOR INSTALLATIONS.** Loading, truck maneuvering, truck parking, and storage areas must be designed and constructed so as to be screened from visibility from the street (to the extent reasonably practical) by improvements or landscaping. Loading docks may not face a street unless recessed at least five (5) feet back from the exterior wall nearest the street, and screened from visibility on each side of the building. All exterior storage areas, machinery installations and ancillary structures such as lean-tos must be screened from visibility from the street by wood fencing or by masonry walls meeting the requirements of this section for exterior walls.

5. **UTILITY SERVICE AND CONNECTIONS.** Water, sanitary sewer, storm sewer, natural gas, telephone and electrical service from the street to any improvements on a lot must be underground service unless otherwise approved in writing by a developer. All taps made to such utilities must be approved in advance in writing by both the developer and by the City of Archdale.

6. **LANDSCAPING.** All improvements on a lot must be attractively landscaped in accordance with accepted commercial planting procedures. Landscaping must be implemented no later than ninety (90) days after substantial completion of construction of improvements on the lot, except to the extent such implementation is reasonably delayed by weather conditions. No improvements may be constructed on any lot unless, in connection with the construction of such improvements, a minimum amount for landscaping (exclusive of grassed areas) is expended equal to the greater of (a) Three Thousand Dollars (\$3,000.00) or (b) one-half of one percent of the cost of the improvements. Completion of landscaping in accordance with a landscaping plan approved by the Developer shall conclusively establish that the foregoing minimum requirement has been met.

7. **EXTERIOR WALLS.** Each building constructed on a lot must have a minimum of one wall with an exterior surface constructed entirely of brick or concrete, except that (1) stucco or wood may be used as a finish material, not to exceed twenty percent (20%) of total wall exposure, and (2) walls greater than twenty (20) feet in height above finish floor elevation may be constructed with the top forty percent (40%) metal. Each wall which faces a street must be constructed in accordance with the foregoing requirements (except that on Lots 9 and 12, which abut two streets, only one such wall facing a street must meet these requirements), and must be a parapet wall which either extends uniformly to an elevation equal to the ridge line of the roof on the building, or which steps down at uniform intervals so as to conceal the roof at all points, unless otherwise approved by the Developer. Notwithstanding the foregoing, an appropriate shingle roof or an architectural quality colored metal roof may be used without such parapet walls, provided the slope is greater than 4/1, and the design is approved by the Developer. Other walls may be constructed entirely or partly of concrete, masonry or metal; provided, however, that the exterior of all block walls must be painted. No other materials may be used.

8. **GENERAL CONSTRUCTION.** All structures must be constructed in a first-class, good and workmanlike manner, of new materials, in compliance with all applicable building, fire, and zoning codes and regulations. Construction, once commenced, must be completed with reasonable diligence. During construction, the lot and adjacent streets must be kept reasonably free from dirt or mud and all dirt, mud, trash, scrap materials and other debris occasioned by the construction process must be removed from the lot and streets with reasonable promptness.

9. **SOIL EROSION AND STORM WATER RUNOFF CONTROL.** All lots must have a storm water runoff and soil erosion control plan which has been approved by the Developer's engineer and by the City of Archdale. Lots 1 through 6 must have concrete curbing constructed in such manner as to direct storm water runoff to storm water manholes by means of approved piping. All connections to the storm sewer system must be approved by the Developer's engineer and the City of Archdale.

10. **SIGNS.** All signs must be constructed of materials approved for exterior walls facing streets as provided in Paragraph 6. Lettering must be affixed to the sign within a reasonable period after construction. No part of any signs shall have an elevation higher than the eave height of buildings on a lot. No wall signs shall project higher than the parapet line of the wall to which it is attached. Signs may be indirectly illuminated by shielded silhouette lighting or may be unilluminated. No strobe lights shall be allowed. No free standing sign shall exceed the lesser of the eave height of the buildings on the lot or eighteen (18) feet.

11. **USE AND CONDITION OF PROPERTY.**

(a) No noxious, offensive or illegal trade or activity may be conducted, and no such materials may be kept or permitted to remain on any lot, including, without limitation, any of the foregoing which will cause or permit the omission of offensive dust, smoke, odors, gases, light or noises, or which may be or become a nuisance, safety hazard, or an unreasonable annoyance to owners of property in the vicinity, whether located inside or outside Interstate Business Park.

(b) All lots must be kept in a safe, clean, neat and orderly condition, free from all accumulations of rubbish or waste materials of any description, and must be maintained at all times in compliance with all applicable health, fire, and governmental laws, ordinances, codes, and regulations. All landscaping must be properly maintained and all grass (including grassed areas in street rights-of-way adjacent to a lot) must be kept mowed and in good condition.

(c) All improvements on any lot shall be kept in a good state of repair, and in a clean, neat and attractive condition, including specifically, without limitation, the regular repainting of painted surfaces as needed.

(d) Except during construction (i) no temporary structures or improvements may be placed or permitted to remain on a lot; (ii) no trailers may be parked or materials stored except in areas to the side or rear of buildings which are screened from visibility from the street by improvements or landscaping; and (iii) no vehicles may be parked in the streets, and no trucks or trailers may be parked in employee or visitor parking areas.

(e) The provisions of the foregoing subparagraphs may not be construed to prevent or prohibit normal excavation and construction work in connection with the grading or construction of improvements upon lots in Interstate Business Park.

12. **EASEMENTS.** Each lot shall be subject to utility easements as shown on the recorded plat. Utility easements may not be obstructed with plantings or in any other manner so as to prevent access by service vehicles and equipment, and may not be fenced unless a gate with a double lock system acceptable to the City of Archdale is provided.

13. **TERM.** These restrictions shall remain in effect for a period of twenty (20) years from the date they are recorded, after which time they shall be automatically extended for an additional thirty (30) years unless at any time after expiration of the initial twenty (20) year term, an instrument terminating, modifying or amending them is executed by the owners of a majority of the acreage in Interstate Business Park and filed of record in the office of the Register of Deeds for Randolph County, North Carolina.

14. **ALTERATION OF PLATTED LOTS.** No lot may be subdivided into smaller tracts, or combined in whole or in part with any other lot, without the prior written consent of the Developer.

15. **WAIVER OF VIOLATIONS OR VARIANCE.** The Developer may waive any violation of or grant a variance from these restrictive covenants by appropriate instrument in writing and in recordable form. Without limiting the generality of the foregoing, the Developer may approve plans specifying, or otherwise permit, the use of materials and methods of construction, and the location of improvements at variance with these restrictions, if such permission or approval, in the good faith judgment of the Developer, will not adversely affect the character of Interstate Business Park. A waiver or variance by the Developer shall be conclusive upon all parties bound by these restrictions. No waiver or variance of a restriction by the Developer may be construed to be a waiver of a subsequent breach or consent to a variance of the same or any other restriction.

16. **ENFORCEMENT.** These restrictive covenants may be enforced in courts of appropriate jurisdiction. The Developer, without limitation of any other available remedies, shall be entitled to seek damages or injunctive relief, and each owner agrees that injunctive relief is an appropriate remedy for the enforcement of these covenants. If the Developer seeks enforcement of these restrictive covenants, it shall also be entitled to recover all reasonable costs, fees, and expenses incurred in connection with the enforcement of the covenants, including, without limitation, reasonable attorney's fees and expert witness fees.

17. **NO LIABILITY OF DEVELOPER.** Notwithstanding any other provision of these restrictive covenants, the Developer shall not be liable for any act or omission in connection with the enforcement of, or failure to enforce, these restrictive covenants, including specifically without limitation, any act or omission of the Developer in approving or failing to approve plans or drawings or requests for waivers, submitted pursuant to these restrictive covenants. Each owner acquiring property from the Developer, as a part of the consideration for the acquisition of such property, covenants to and with the Developer, its partners, agents, contractors, and assigns, for and on behalf of such owner and his successors in title, that none of them will bring any proceeding, action, claim or suit against the Developer, its agents, contractors, successors, and assigns, to recover any such damages or seek any such relief.

18. **SEVERABILITY.** Invalidation of any one or more of these restrictive covenants by court decision or otherwise shall in no way affect any of the other provisions, which shall remain in full force and effect.

19. **BINDING EFFECT.** These restrictive covenants bind and inure to the benefit of the Developer, its successors and assigns, and all owners acquiring lots in Interstate Business Park from the Developer and their respective successors in title, and are covenants which run with the land.

20 **CONSTRUCTION.** These restrictive covenants are not to be construed strictly against the Developer, but fairly in accord with the intent of the Developer and property owners in Interstate Business Park which is to provide and preserve the atmosphere of a first-class industrial park.

**IN WITNESS WHEREOF,** Kirby, White & Robinson has caused these covenants to be executed under seal by one or more of its general partners, this 28<sup>th</sup> day of December, 1990.

**KIRBY, WHITE & ROBINSON**

By: E. Eugene Kirby (SEAL)  
E. Eugene Kirby, General Partner

By: Frances W. Robinson (SEAL)  
Frances W. Robinson, General Partner

By: HIGH POINT BANK AND TRUST COMPANY, as Executor and Trustee under the will of Julian B. White, Deceased

By: Charles J. Young President

ATTEST:

M. Anne Crowder  
Asst. Secretary

(Corporate Seal)



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NORTH CAROLINA

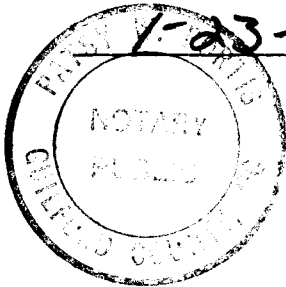
GUILFORD COUNTY

I, Patsy W. Potts, a Notary Public of said county and state, do hereby certify that E. EUGENE KIRBY and FRANCES W. ROBINSON, General Partners of KIRBY, WHITE & ROBINSON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, and that HIGH POINT BANK AND TRUST COMPANY, as executor and trustee under the will of Julian B. White, Deceased, General Partner, has caused this instrument to be signed by its \_\_\_\_\_ President, attested to by its \_\_\_\_\_ Secretary and its corporate seal to be hereunto affixed, all by authority of its Board of Directors.

WITNESS my hand and notarial seal this the 28<sup>th</sup> day of December, 1990.

Patsy W. Potts  
Notary Public

My Commission Expires:



NORTH CAROLINA — Randolph County

The foregoing certificate(s) of \_\_\_\_\_

Patsy W. Potts, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1284, Page 526, This 28 day of December, 19 90 at 3:40 o'clock P M.

Ann Shaw, Register of Deeds  
By Marlene Owens, Register of Deeds