

Lee Roberts
105 N. Fayetteville St.
A-600, NC 27203

10.00

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS dated this 16 day of June, 1993, by W. Vance Roberts, Jr., Walter Lee Roberts, Jonithan D. Bowland, and wife, Brenda B. Bowland;

WITNESSETH:

The undersigned are all of the owners of Lots 2, 3, 4, and 5 of the W. Vance Roberts, Jr. Subdivision as recorded in Plat Book 36, Page 28, Randolph County Registry and Lots A, B, and C, of Kemp Mill Acres, as recorded in Plat Book 36, Page 94, Randolph Registry, hereinafter called "Property."

The Owners desire to subject the Property, and the lots located therein (the "Lots"), to the covenants, conditions, and restrictions, set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots and to promote a uniform scene of development.

The Owners hereby declare that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, and Restrictions, set forth below.

ARTICLE 1. COVENANTS, CONDITIONS, AND RESTRICTIONS

1. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling house not to exceed 3 stories in height, with or without a private one or two car garage. Only one residence is permitted per lot and the lots will not be subdivided to provide any additional building lots. Outbuildings for storage or otherwise are permitted but must be to the rear or side of the lot and not to the front.

2. No commercial animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structures erected thereon. Domestic household pets may be kept on a Lot provided they are not kept, bred, or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. Horses for personal use may be boarded in the rear of the lots.

3. No nuisance shall be maintained, allowed, or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.

EX 1360930491

143466

4. Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.

5. No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No boats, trailers, or recreational vehicles shall be regularly parked or stored on any street. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates.

6. No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except customary "For Rent" or "For Sale" signs, not larger than twenty-eight inches wide and twenty inches high.

7. The front yard of each Lot shall be kept only as a lawn, including trees, flowers, and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.

8. As to Lots A, B, and C of Kemp Mill Acres, only new Double wide mobile homes or site built homes will be permitted. No used double wide mobile homes or homes moved from another location will be permitted.

9. Except for Lots A, B, and C of Kemp Mill acres, all double wide mobile homes moved onto the lots will be vintage 1987 or newer.

10. As to any mobile or modular homes brought onto the property, a brick or stone foundation will be installed within 2 years of placing the unit onto any lot. No exposed concrete blocks, stucco, or fiberglass or metal underpinning will be permitted.

11. No commercial farming will be allowed on any of the property.

12. Junk and abandoned automobiles will not be permitted on the property.

13. Covenants, conditions, and restrictions numbered 1 through 12 above (the "Covenants") shall run with the land and be binding on present and future owners and successors in interest and bind the Property and shall be enforceable by the owners of all or any portion of the Property until the fortieth anniversary of the date of this declaration and

thereafter for successive 10 year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of 50 percent (50%) of the Lots which are then subject to the Covenants and recorded with the Register of Deeds of the jurisdiction referred to above, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred by this Declaration may be assigned or transferred at will.

15. Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

ARTICLE III. GENERAL PROVISIONS

1. The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

2. Each conveyance of a Lot, or of any interest in the Lot, shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

IN WITNESS WHEREOF, the undersigned execute this instrument with their hands and seals the year and date first above written.

[Signature] (SEAL)
W. Vance Roberts, Jr.

[Signature] (SEAL)
Walter Lee Roberts

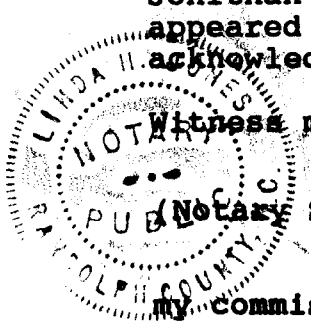
[Signature] (SEAL)
Jonithan D. Bowland

[Signature] (SEAL)
Brenda B. Bowland

North Carolina
Randolph County

I, a notary public of the county and state aforesaid hereby certify that W. Vance Roberts, Jr, Walter Lee Roberts, Jonithan D. Bowland, and Brenda B. Bowland, personally appeared before me this the 16 day of June, 1993 and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal.



(Notary Seal)

[Signature]
Notary Public

my commission expires: 12-11-94

NORTH CAROLINA — Randolph County

The foregoing certificat (s) of Linda H. Jones, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1360, Page A91, This 17th day of June, 19 93 at 1:19 o'clock P. M.

Ann Shaw, Register of Deeds
By [Signature] Register of Deeds