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 Liberty NC 27298

DECLARATION OF RESTRICTIVE COVENANTS
 AND RESERVATIONS OF UTILITY AND DRAINAGE EASEMENTS

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THIS DECLARATION OF RESTRICTIVE COVENANTS dated this 14th day of SEPTEMBER, 1995, by Langley Acres, a North Carolina General Partnership, hereinafter "Owners".

WITNESSETH:

The undersigned are all of the owners of Lots 1 to 16, inclusive, Langley Acres, as recorded in Plat Book 42, Page 97, Randolph County 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 scheme of development.

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

2. No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structures erected thereon, except that no more than two dogs, cats, or similar 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. Absolutely no poultry, swine, cattle, horses, goats or lambs will be permitted.

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.

4. Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be

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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, including transfer trucks, 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. Except for the subdivision signs on Lots 4 and 2, 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. All homes constructed or moved onto the property will be at least 24 feet wide or wider and at least 24 feet long. No single wide mobile homes or single wide modular homes or single wide trailer houses or what ever name that they may be called in the future will be permitted on any of the lots. Double wide mobile homes are permitted.

9. 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.

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

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

12. No home will have a wooded deck on the front side facing the street. All wooden decks will be on the back side of the homes. Any porches or steps on the front side of the home will be underpinned and will be of masonry material including masonry steps.

13. No structure will be constructed nearer than 40 feet from the front property line of any lot or nearer than ten feet from any side or back line of any lot.

14. No outside satellite antennas shall be permitted in the front yard of any of the lots.

15. Covenants, conditions, and restrictions numbered 1 through 14 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 eighty percent (80%) 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.

16. 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 II. RESERVED EASEMENTS

1. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Owners over the front, side, and rear five feet of each Lot for the installation and maintenance of utilities, storm water sewers, and surface drains. No Structure, planting, or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Owners of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Owners entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Owners to thereby convey or release the easements.

2. The Owners hereby reserve to themselves, their successors and assigns, the right to grade, regrade, and improve the streets, avenues, roads, courts, and open spaces as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

3. The Owners further reserve to themselves, their successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities, to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Owners may deem necessary for the improvement of the Property in, over, through, upon, and across any and all of the streets, avenues, roads, courts, and open spaces, and in, over, through, upon, and across each and every Lot in the easement area reserved in paragraph 1 of Article II of this Declaration or as shown on the Plat. The Owners further reserve to themselves, their successors, and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces, and easements to public use. No street, avenue, road, court, open space, or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Owners.

ARTICLE III. GENERAL PROVISIONS

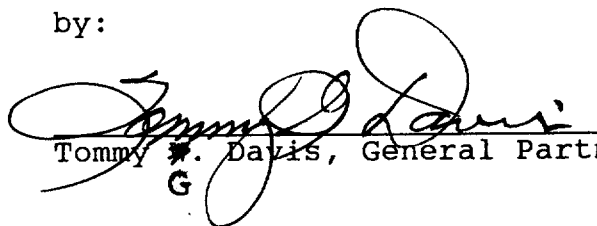
1. The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

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.

Langley Acres, a North Carolina
General Partnership

by:

 (SEAL)
Tommy G. Davis, General Partner

Burlie Eugene Langley (SEAL)
Burlie Eugene Langley, General Partner

Helen D. Langley (SEAL)
Helen D. Langley, General Partner

North Carolina
Randolph County

I, a notary public of the county and state aforesaid hereby certify that Tommy W. Davis, Burlie Eugene Langley, and Helen D. Langley, personally appeared before me this the 14th day of September, 1995 and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal.



Deborah H. Cox
Notary Public
my commission expires: June 30, 1996

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Deborah H. Cox, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1433,
Page 394, This 14 day of September, 19 95 at 11:14 o'clock A: M.

Ann Shaw, Register of Deeds
By Laura Baldwin, Deputy Register of Deeds