

Drafted by Will R. Waddy

BOOK 1241 PAGE 0476

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PATSY T. McDONALD
REGISTER OF DEEDS
RICHMOND CO., NC

67815

45' FRONT
15' SIDES / BACK

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NORTH CAROLINA
RICHMOND COUNTY

**FIRST AMENDMENT AND RESTATEMENT
OF
RESTRICTIVE COVENANTS OF
HAMPTON ACRES**

THIS FIRST AMENDMENT AND RESTATEMENT OF RESTRICTIVE COVENANTS, made and entered into this 27th day of October, 2003, by ROBERT E. BALLARD, of Moore County, North Carolina, as Owner of HAMPTON ACRES, hereinafter referred to as "Owner"

WITNESSETH:

WHEREAS, Robert E. Ballard is the owner of all but one lot located in Hampton Acres, located in Beaver Dam Township, Richmond County, North Carolina, more particularly described in the Deed recorded in Book 1188, Page 417, Richmond County Registry, and in Slide 703-S of the Plat Cabinet in the Office of the Register of Deeds for Richmond County, North Carolina.

WHEREAS, pursuant to the terms and conditions of the Restrictive Covenants of Hampton Acres, recorded in Deed Book 1166, Page 104 of the Office of the Register of Deeds for Richmond County, including but not limited to Section 12 and Section 19 of said Restrictive Covenants, the Owner may amend said restrictions by the terms therein; and

WHEREAS, by this document, the Owner does hereby modify and alter said restrictive covenants and restates said covenants, including these alterations and amendments, in full in this document;

WHEREAS, Owner desires to provide for the preservation of the values and amenities of the said Hampton Acres and to impose certain restrictive covenants governing and regulating the use and occupancy of the same, for itself and every person who shall hereinafter purchase, made to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth,

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each and all of which is and hereby declared to be for the benefit of said property, and each and every owner of any and all parts thereof.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Owner declares that the real property described above is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, liens, (sometimes referred to as "the covenants") hereinafter set forth, and the said covenants shall run with the land and be binding on all persons claiming under and through the Owner.

1. USE OF PROPERTY. All lots shall be used for residential purposes only. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one detached single family stick built dwelling not to exceed two and one-half (2-1/2) stories in height, which may be used and occupied as a resident for a single family. A private garage may be located on the same property. No structure may be constructed prior to the construction of the main building. No mobile homes or manufactured homes shall be allowed in this subdivision.

2. COMPLETION OF STRUCTURES. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where completion is impossible, or would result in great hardship on the owner or builder due to strikes, fires, national emergency, or natural calamities.

3. SQUARE FOOTAGE. The ground floor area of the main residential structure exclusive of open porches, garages, and carports, shall not be less than 1100 square feet of heated area for a one-story dwelling or two-story dwelling.

4. FENCES. Fences must be constructed of wood or chain link and be no higher than forty two inches (42") and, if painted, must be of a matching color. All fences must be constructed in the rear yard only, being at the rear of house. All underpinning, steps and decks must be completed prior to occupancy. Recreational and playground equipment must be placed at the rear of the house. L.P. Gas tanks must be installed according to regulations and screened from view from the street.

5. PLACEMENT OF STRUCTURE. The main residential structure shall be located no closer than 25 feet to the next home.

6. LOTS FREE OF GARBAGE AND DEBRIS. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the apparatus, or any portion thereof.

No stale garbage, or any other condition conducive to the breeding of flies, insects or rodents or otherwise prejudicial to health or well-being of the lot owners shall be permitted to continue on any lot.

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Each lot owner shall provide receptacles for garbage in any area not generally visible from public street view and in accordance with reasonable standards.

7. VEHICLES. No vehicle without current registration and insurance will be placed on or allowed to remain on any lot.

No bus bodies, shacks, tents, stripped or junked vehicles or parts thereof shall be placed or allowed on any lot permitted to be parked on any street or road in Hampton Acres. Any vehicles self-propelled running in the subdivision must be currently licensed and properly insured.

No tractor-trailer trucks with the trailer attached may be placed on any lot or on the street in front of any lot at any time.

8. NUISANCE OR NOXIOUS ACTIVITY. No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, or annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device of or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with the Richmond County Health Department Regulations. Owner reserves the right to approve the location of wells to obtain drinking water and septic tanks for sewage disposal, said approval to be in accordance with local health regulations.

9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, camper, van, lean-to, basements, tents, shacks, garage, barns or other outbuildings shall be inhabited on any lot or built on any lot before the main residential structure is complete.

10. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and not allowed to run loose within the subdivision. No more than two (2) domestic animals of any type are allowed. All pet owners shall muzzle any pet which consistently barks or makes noises which might be reasonably expected to disturb other property owners. No animals shall be permitted to be tied or left outside unattended on any lot. All dogs and cats must be walked on a leash.

11. UTILITIES AND ROADS. All utility lines located within the lots described herein must be located underground. Owner reserves the right to subject the lots to a contract with a utility approved by the State of North Carolina for the installation of underground electric cables, overhead lighting services, water and sewer.

The Owner hereby reserves a utility easement along the roadways of Hampton Acres for the purposes of installing underground electric, telephone, water and sewer service.

12. SIGNS. All "for sale" signs placed on individual lots must be no larger than 18" x 24" (standard real estate sign).
13. TERMS OF COVENANT AND RESTRICTIONS. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by all parties to this Declaration, their respective legal representatives, heirs, successors, and assigns, or a term of thirty (30) years from the date of this Declaration recording, after which time said covenants shall be automatically extended for successive period of ten (10) years, except they may be altered, amended or revoked in whole or in part by written agreement of the record owner(s) of at least two-thirds (2/3) of the lots.
14. NOTICE. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mail postpaid to the last known address of the persons who appears as owner. Notice of one of two or more co-owners of a lot shall constitute notice to all co-owners.
15. SATELLITE DISHES. Satellite dishes may be placed on any lot provided it is located behind an existing residential structure and not visible from the road or the adjacent lots and is less than 3 feet in diameter.
16. ENFORCEMENT. Enforcement of these covenants and restrictions shall be any proceeding at law or in equity against any persons or person violating, attempting to violate, or circumvent any covenants or restrictions. Failure by any party hereto to enforce any covenant or restrictions herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions.
17. SUBDIVISION OF LOTS. No lots shall be divided or subdivision, nor shall any portion or any less than the whole or any one lot be sold or conveyed to the owners of the adjoining lots, so as to become parts thereof, provided, however, that the property thus combined shall be considered as one lot for the purpose of these covenants.
18. INVALIDATION. Should any covenants or restrictions herein contained, or any sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a federal, state or legal agency, the latter shall prevail.
19. HOMEOWNERS' ASSOCIATION. All lot owners shall be members of the Hampton Acres Homeowners' Association. The homeowners' association, once formed, shall have the right to enforce the restrictions and conditions contained in this declaration, and further, shall have the right to impose an assessment on an annual basis against each and every lot owner within the subdivision for the purpose of maintaining streets and roads located within the subdivision. The homeowners association shall be organized under the laws of the State of North Carolina, and each

property owner shall automatically become a member of the association once it is formed, with full voting rights. The officers and directors of the association shall be property owners, and all fees set by the association for street maintenance shall be set by the directors of the association. The officers and directors shall set a monthly maintenance fee for subdivision streets, street drainage, subdivision entrances and common areas has been assessed, each lot owner shall be obligated to pay the street assessment to the association within thirty (30) days after receipt of notice of any assessment and failure after notice to make payments within the time specified shall cause the assessment to become a lien against the lot and collectable in the same manner as ad valorem taxes. The Owner shall not be subject to fees assessed by the association regardless of the number of lots owned by the Owner.

The property owners shall have the right to promulgate rules and regulations concerning the use of the streets within the subdivision provided, however, the speed limit on subdivision streets shall never exceed 20 mph. Each person acquiring title to a lot located within the subdivision which is subject to these restrictions and conditions, binds himself, his heirs, and assigns to be members of the homeowners' association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs and assigns to pay the street maintenance assessment to the homeowners' association once it has been levied by the association.

20. CHANGES, AMENDMENT, MODIFICATION OR CANCELLATION OF RESTRICTIONS AND CONDITIONS. Owner, any lot owners, or the homeowners' association, if formed, acting through its Board of Directors, may give written notice, by regular mail sent to the last known address of each owner according to the Owner's or the association's records of the time and place of a meeting at which the proposed changes shall be considered, to each and every lot owner of record. If fifty one percent (51%) or more of the lot owners present and voting at such meeting shall vote in favor of the change, modification, amendment, or cancellation, the same shall thereupon be considered as approved. For purposes of this provision, Owner shall be considered as a lot owner, and each lot owner shall be entitled to one vote for each lot owned (i.e. an owner owning three lots shall be entitled to three votes, four lots equals four votes, etc.). If a lot is owned by more than one person, they shall only have one vote per lot as a group. If they fail to cast a vote after due notice, the vote shall be deemed as affirmative.

IN WITNESS WHEREOF, Owner has caused this instrument to be executed, the day and year first above written.

 (SEAL)
Robert E. Ballard, Owner

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NORTH CAROLINA
RICHMOND COUNTY

I, the undersigned, a Notary Public for said County, do hereby certify that Robert E. Ballard,
personally appeared before me the day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 28 day of October, 2003.

Diana J. Lovin
Notary Public

My Commission Expires: 10-13-04



NORTH CAROLINA
RICHMOND COUNTY

The foregoing certificate of Diana J. Lovin, Notary Public is certified to be
correct. This instrument and this certificate are duly registered at the date
and time in the Book and Page shown on the first page hereof.

PATSY T. MCDONALD REGISTER OF DEEDS FOR RICHMOND COUNTY

By: Sarah B. Kenous Deputy

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NORTH CAROLINA
RICHMOND COUNTYRESTRICTIVE COVENANTS OF
HAMPTON ACRESPATSY T. MCDONALD
REGISTER OF DEEDS
RICHMOND CO., NC

57040

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this day of _____, 2002, by TTB INVESTMENTS, L.L.C., a North Carolina limited liability company, as Owners of HAMPTON ACRES, hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of Hampton Acres, located in Beaver Dam Township, Richmond County, North Carolina, more particularly described in the Deed recorded in Book 1112, Page 17, Richmond County Registry, and in Slide 703-S of the Plat Cabinet in the Office of the Register of Deeds for Richmond County, North Carolina.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the said Hampton Acres and to impose certain restrictive covenants governing and regulating the use and occupancy of the same, for itself and every person who shall hereinafter purchase, made to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and hereby declared to be for the benefit of said property, and each and every owner of any and all parts thereof.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Declarant declares that the real property described above is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, liens, (sometimes referred to as "the covenants") hereinafter set forth, and the said covenants shall run with the land and be binding on all persons claiming under and through the Declarant.

1. USE OF PROPERTY. All lots shall be used for residential purposes only. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling (stick built, modular or mobile home) not to exceed two and one-half (2-1/2) stories in height, which may be used and occupied as a resident for a single family. A private garage may be located on the same property. No structure may be constructed prior to the construction of the main building.
2. COMPLETION OF STRUCTURES. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where completion is impossible, or would result in great hardship on the owner or builder due to strikes, fires, national emergency, or natural calamities.
3. SQUARE FOOTAGE. The ground floor area of the main residential structure exclusive of open porches, garages, and carports, shall not be less than 1152 square feet of heated area for a one-story dwelling or two-story dwelling.

Manufactured Homes must be new model doublewide (24' X 48' minimum, exclusive of tongues). All Manufactured Homes shall be factory built, having shingled roofs with vinyl siding or other manufactured siding and no additions, extension, attachments or out-buildings shall be placed on any lot except items of commercial manufacture and design. Manufactures Homes shall be permanently placed on foundations and secured by hurricane anchors. All tongues and hitches must be removed. All foundations, front steps and underpinning must be in brick. Front decks or front entrances shall be brick and shall be no smaller than six by ten (6 X 10). Any out buildings shall be constructed of a matching color vinyl. Fences must be constructed of wood or chain link and be no higher than forty two inches (42") and, if painted, must be of a matching color. All fences must be constructed in the rear yard only, being at the rear of house. All underpinning, steps and decks must be completed prior to occupancy. Recreational and playground equipment must be placed at the rear of the house. L.P. Gas tanks must be installed according to regulations and screened from view.

4. PLACEMENT OF STRUCTURE. The main residential structure shall be located no closer than 25 feet to the next home.

5. LOTS FREE OF GARBAGE AND DEBRIS. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the apparatus, or any portion thereof.

No stale garbage, or any other condition conducive to the breeding of flies, insects or rodents or otherwise prejudicial to health or well-being of the lot owners shall be permitted to continue on any lot.

Each lot owner shall provide receptacles for garbage in any area not generally visible from public street view and in accordance with reasonable standards.

6. VEHICLES. No vehicle without current registration and insurance will be placed on or allowed to remain on any lot.

No bus bodies, shacks, tents, stripped or junked vehicles or parts thereof shall be placed or allowed on any lot permitted to be parked on any street or road in Hampton Acres. Any vehicles self-propelled running in the subdivision must be currently licensed and properly insured.

No tractor-trailer trucks with the trailer attached may be placed on any lot or on the street in front of any lot at any time.

7. NUISANCE OR NOXIOUS ACTIVITY. No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, or annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or of thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other

property in the neighborhood by the owners thereof.

No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with the Richmond County Health Department Regulations. Developer reserves the right to approve the location of wells to obtain drinking water and septic tanks for sewage disposal, said approval to be in accordance with local health regulations.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, camper, van, lean-to, basements, tents, shacks, garage, barns or other outbuildings shall be inhabited on any lot or built on any lot before the main residential structure is complete.

9. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and not allowed to run loose within the subdivision. No more than two (2) domestic animals of any type are allowed. All pet owners shall muzzle any pet which consistently barks or makes noises which might be reasonably expected to disturb other property owners. No animals shall be permitted to be tied or left outside unattended on any lot. All dogs and cats must be walked on a leash.

10. UTILITIES AND ROADS. All utility lines located within the lots described herein must be located underground. Declarant reserves the right to subject the lots to a contract with a utility approved by the State of North Carolina for the installation of underground electric cables, overhead lighting services, water and sewer.

The Declarant hereby reserves a utility easement along the roadways of Hampton Acres for the purposes of installing underground electric, telephone, water and sewer service.

11. SIGNS. All "for sale" signs placed on individual lots must be no larger than 18" x 24" (standard real estate sign).

12. TERMS OF COVENANT AND RESTRICTIONS. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by all parties to this Declaration, their respective legal representatives, heirs, successors, and assigns, or a term of thirty (30) years from the date of this Declaration recording, after which time said covenants shall be automatically extended for successive period of ten (10) years, except they may be altered, amended or revoked in whole or in part by written agreement of the record owner(s) of at least two-thirds (2/3) of the lots.

13. NOTICE. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mail postpaid to the last known address of the persons who appears as owner. Notice of one of two or more co-owners of a lot shall constitute notice to all co-owners.

14. SATELLITE DISHES. Satellite dishes may be placed on any lot provided it is located behind an existing residential structure and not visible from the road or the adjacent lots and

15. ENFORCEMENT. Enforcement of these covenants and restrictions shall be any proceeding at law or in equity against any persons or person violating, attempting to violate, or circumvent any covenants or restrictions. Failure by any party hereto to enforce any covenant or restrictions herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions.

16. SUBDIVISION OF LOTS. No lots shall be divided or subdivision, nor shall any portion or any less than the whole or any one lot be sold or conveyed to the owners of the adjoining lots, so as to become parts thereof, provided, however, that the property thus combined shall be considered as one lot for the purpose of these covenants.

17. INVALIDATION. Should any covenants or restrictions herein contained, or any sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a federal, state or legal agency, the latter shall prevail.

18. HOMEOWNERS' ASSOCIATION. All lot owners shall be members of the Hampton Acres Homeowners' Association. The homeowners' association, once formed, shall have the right to enforce the restrictions and conditions contained in this declaration, and further, shall have the right to impose an assessment on an annual basis against each and every lot owner within the subdivision for the purpose of maintaining streets and roads located within the subdivision. The homeowners association shall be organized under the laws of the State of North Carolina, and each property owner shall automatically become a member of the association once it is formed, with full voting rights. The officers and directors of the association shall be property owners, and all fees set by the association for street maintenance shall be set by the directors of the association. The officers and directors shall set a monthly maintenance fee for subdivision streets, street drainage, subdivision entrances and common areas has been assessed, each lot owner shall be obligated to pay the street assessment to the association within thirty (30) days after receipt of notice of any assessment and failure after notice to make payments within the time specified shall cause the assessment to become a lien against the lot and collectable in the same manner as ad valorem taxes. The Declarant shall not be subject to fees assessed by the association regardless of the number of lots owned by the Declarant.

The property owners shall have the right to promulgate rules and regulations concerning the use of the streets within the subdivision provided, however, the speed limit on subdivision streets shall never exceed 20 mph. Each person acquiring title to a lot located within the subdivision which is subject to these restrictions and conditions, binds himself, his heirs, and assigns to be members of the homeowners' association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs and assigns to pay the street maintenance assessment to the homeowners' association once it has been levied by the

association.

19. CHANGES, AMENDMENT, MODIFICATION OR CANCELLATION OF RESTRICTIONS AND CONDITIONS. Developer, any lot owners, or the homeowners' association, if formed, acting through its Board of Directors, may give written notice, by regular mail sent to the last known address of each owner according to the Developer's or the association's records of the time and place of a meeting at which the proposed changes shall be considered, to each and every lot owner of record. If fifty one percent (51%) or more of the lot owners present and voting at such meeting shall vote in favor of the change, modification, amendment, or cancellation, the same shall thereupon be considered as approved. For purposes of this provision, Declarant shall be considered as a lot owner, and each lot owner shall be entitled to one vote for each lot owned (i.e. an owner owning three lots shall be entitled to three votes, four lots equals four votes, etc.). If a lot is owned by more than one person, they shall only have one vote per lot as a group. If they fail to cast a vote after due notice, the vote shall be deemed as affirmative.

IN WITNESS WHEREOF, Declaration has caused this instrument to be executed, the day and year first above written.

TTB INVESTMENTS, LLC

BY

[Signature]
Member/Manager

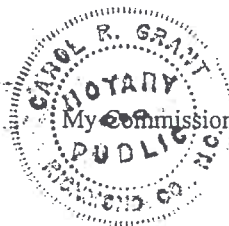
Member/Manager

NORTH CAROLINA
RICHMOND COUNTY

I, the undersigned, a Notary Public for said County, do hereby certify that Scott M. Thomas Jr., Member/Managers of TTB Investments, LLC, a North Carolina Limited Liability Company, personally appeared before me the day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 14th day of June, 2002.

[Signature]
Notary Public



NORTH CAROLINA-RICHMOND COUNTY

The foregoing certificate of Carol R. Grant, Notary Public is certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof.

PATSY T. MCDONALD, REGISTER OF DEEDS

[Signature] Deputy

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