

For Waiver of the Resubdivision of lots 52 & 77, as set out in
Plat 514, 620-J. See Book 943 Page 157.

This March 5, 1997.

Patsy J. McDonald, Register of Deeds

BOOK 616 PAGE 256

ORIGINAL

NORTH CAROLINA
RICHMOND COUNTY

KNOW ALL MEN BY THESE PRESENTS that Richmond Pines Land Company, Inc., the owners and developer of all of the lots in Pine Lakes Subdivision, Section II, as shown on the plat of survey thereof as recorded in the Office of the Register of Deeds in Richmond County in Plat Book 21, Page 39, do hereby impose on each and every lot as shown thereon restrictions to their use which will run with the land and which will be binding upon and enforceable by and against all purchasers of lots in said development from the date of recording of this instrument forward. Said restrictions are as follows:

FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants contained herein in their entirety shall apply to all lots except Lots No. 66 and 81, which shall not be subject to any covenants.

LAND USE AND BUILDING TYPE. No lot or lots shall be used except for single family residential purposes and no building shall be erected, placed, or permitted to remain on any lot or lots other than as described as follows:

- A. One detached single-family dwelling not to exceed two and one-half stories in height.
- B. No duplex or two-family dwelling may be built on any lot.
- C. No garage or out building shall be used as a residence at any time.

TEMPORARY STRUCTURES. No structure of a temporary or transient character, trailer, mobile home, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

DWELLING AND OUTBUILDING QUALITY AND SIZE. The purchaser or owner of any lot shall submit plans and specifications of the same to the developers, their heirs or assigns, or their authorized agent, prior to the beginning of any construction, grading, or excavation for written approval of the proposed construction on said lot. Such examination shall ensure that all dwellings and outbuildings constructed in the subdivision are of similar quality, size and workmanship. The enclosed heated ground floor area of the main structure shall not be less than 1500 square feet for a one story dwelling, not less than 1000 square feet for a dwelling of more than one story. Dwellings of more than one story shall contain no less than 1600 square feet of total heated floor area. All dwellings must have a carport or garage large enough to accommodate at least one automobile. Outbuildings, including those built to house garbage or animals as permitted by these covenants, shall be of similar materials and construction as the dwelling on said lot. No metal storage buildings shall be permitted to be placed on any lot at any time.

BUILDING LOCATION. No building shall be located on any lot nearer than 65 feet to the front lot line nor nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Due to the elevation of terrain of some of the lots in the subdivision, the distance of setback of 65 feet to the front property line may be waived by the developers, their heirs or assigns, or their authorized agent, in writing, but may not be less than 50 feet.

HARMONY OF CONSTRUCTION. All buildings, fences, or other improvements constructed on the lots in this subdivision shall be in architectural harmony with other improvements in said subdivision. All references to approval by the developers, their heirs or assigns, or their authorized agent, shall refer to approval based on harmony with other existing improvements and such matters shall be in the sole discretion of the developers, their heirs or assigns, or their authorized agent.

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LOT AREA AND WIDTH. No lot in this subdivision may be subdivided into smaller lots unless the developers, their heirs or assigns, or their authorized agent, gives written approval.

EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved on the rear five feet of each lot or as further designated in the subdivision plat.

NUISANCES. 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. No abandoned cars, trucks or vehicles of any type may remain on the premises or parked on any street in the subdivision. No truck of more than two ton load capacity may be parked or permitted to remain on any lot. It is expressly stated that no tractor-trailer type trucks may be parked on the subdivision streets or lots on a continuing basis. No house trailer shall be kept on the property whether used for any purpose or merely standing idle. No commercial business activity or retail sales will be allowed to operate from a private residence, other than an individual office within a home where retail customers do not enter and exit the premises. No sign or device shall be displayed indicating the profession, business or trade of any person or advertising in any way, other than in connection with the sale of the lot on which such sign is posted.

LIVESTOCK AND POULTRY. No cows, ponies, goats, fowl, swine, poultry, livestock or animals of any kind may be kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and except that owners of lots containing two or more acres may keep one horse or pony provided that the horse or pony shall not be housed, kept or allowed to go at any time within ten feet of the lot line. No more than two dogs may be kept on any lot and if two dogs are kept one dog must be a small dog such as a terrier, spaniel, etc. Dogs, horses, or ponies that are kept must be provided with shelter that is located to the rear of the lot and a distance from an adjacent lot so that it will not cause an odor or nuisance to any adjacent property owner.

FENCES. Fences may not extend nearer than ten feet to the front lot line. Fences extending from a point even with the rear of the dwelling and extending around the rear portion of the lot may not be more than six (6) feet in height. Fences extending from a point even with the rear of the dwelling and extending around the front portion of the lot may not be more than four (4) feet in height and shall be constructed so that vision will not be blocked, constructed of materials other than chain link, barbed wire, or other metal fencing, and approved in advance by the developers.

GARGARE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be located at rear areas of each lot and shall not be allowed to be strewn in the neighborhood. Should it be necessary for any container to be kept in the front area of a lot, written permission must be obtained from the developers, their heirs or assigns, or their authorized agent, and such containers, if approved, must be enclosed in a shelter in keeping with the construction in the neighborhood and so constructed that the container is not visible from the outside of the shelter.

SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards which substantially equal or exceed the minimum requirements for such systems as issued by the North Carolina State Board of Health and/or the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

UNOFFICIAL DOCUMENT

OIL TANKS. Oil tanks shall be placed underground and maintained in such a manner as not to create a nuisance or to be visible in any manner from any lot line.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date that these covenants are recorded; however, at any time after recordation, these covenants may be changed in whole or in part by a recorded instrument which bears the signature of the owner or the owners of more than fifty percent of the total number of lots in this subdivision.

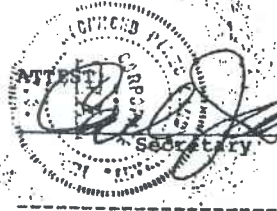
ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant other to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said parties have caused this instrument to be signed, this the 19th day of April, 1979.

RICHMOND PINES LAND COMPANY, INC.

BY: Samuel S. Whiteley (SEAL)
PRESIDENT



NORTH CAROLINA - RICHMOND COUNTY

I, a Notary Public of the County and State aforesaid, certify that Cecil Jacobs personally came before me this day and acknowledged that he is Secretary of Richmond Pines Land Company, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Secretary as its Secretary.

Witness my hand and official stamp or seal, this the 19th day of April, 1979.



Elizabeth M. Williams
Notary Public

3-11-83

NORTH CAROLINA

RICHMOND COUNTY

The foregoing certificate (s) of Elizabeth M. Williams is/are certified to be correct.

This instrument was presented for registration and recorded in this office at Book 616 Page 256.

This 20th day of April, 1979, at 10:41 o'clock A.M.

MARTHA R. GORDON, Register of Deeds
By Martha R. Gordon

Prepared by and return original to: Richard G. Buckner, Attorney at Law, Rockingham, N. C.