

VANCE COUNTY, N.C.
DEED RECORD

BK 805 PG 239

06053
STATE OF NORTH CAROLINA
COUNTY OF VANCE

RESTRICTIVE COVENANTS

NOV -7 PM 3:07
CATHA S. ABBOTT
REGISTER OF DEEDS

WHEREAS, CHARLIE L. KEETER, III and wife, DEBRA L. KEETER, are the owners in fee of the following described lots or parcels of land located in Middleburg Township, Vance County, North Carolina, and more particularly described as follows:

Being all of Lots 1A, 2A, 3A, 4A, 5A and 6A as shown on that map for Joshua's Landing Subdivision Phase I, dated 5/12/97, revised 11/3/97 and revised 11/6/97, as prepared by Alan's Surveying Company, P.A. and recorded in Plat Book "V", Page 713, Vance County Registry.

WHEREAS, Charlie L. Keeter, III and wife, Debra L. Keeter, hereinafter referred to as "developer", for the purposes of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in said above-described development do hereby covenant to and with the present and future owners of said lots as follows:

1. No lot shall be subdivided without the written consent of the developer or their successors, assigns or legal agent, except that two lot owners may subdivide a lot lying between them; provided, further, that adjoining lot owners may adjust the common boundary line by the sale or exchange of the property between such owners, so long as such sale or exchange conforms in all respect with the zoning ordinances of Vance County, North Carolina; and so long as said sale or exchange conforms with all other provisions of these restrictive covenants.
2. No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or placed on any lot closer than 25 feet from the margin of the right of way of the road granting access to said lot, nor 20 feet from the side lines of said lots, nor closer than 15 feet from the rear lines of said lots; the developer or their successors, assigns, or legal agent, reserves the right to grant, in writing, a variance or waiver of up to 20% of an applicable setback requirement, should the developer or their successors, assigns or legal agent, in their sole discretion deem the same to be advisable.
3. No structure of a temporary character, including tents and trailers, shall be used on any lot at any time as a residence, either temporarily or permanently; double-wide and single-wide manufactured homes with vinyl siding and shingle roofs, must be new. For any recent model double-wide and single-wide manufactured homes to be placed on any lot, written permission must be obtained from the developer or their successors, assigns, or legal agent. Any double-wide and single-wide manufactured home shall be placed on a permanent, brick, concrete or concrete block foundation, which must be completely enclosed with brick, concrete or concrete block and the tongue on any double-wide or single-wide manufactured home must be removed or hidden from view in an attractive manner. The plans and specifications of all building to be built or placed upon all lots must be approved in writing by the developer or their successors, assigns, or legal agent.

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4. Any dwelling, exclusive of open porches and garages, shall contain a minimum of 960 square feet, measured from outside wall lines. No dwelling, building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the lot) shall be placed or constructed on any lot unless and until the plans, specifications and location for such placement or construction shall have been approved in writing by the developer or their successors, assigns or legal agent. No such dwelling, building, structure, outbuilding, etc., shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding or masonite siding (without the prior written approval of the developer or their successors, assigns or legal agent) as a major exterior foundation or siding building material. Approval by the developer shall not constitute a basis for liability of the developer for any reason, including, without limitation: (1) the failure of the plans to conform to any application building code; or (2) inadequacy or deficiency in the plans resulting in defects in the improvements.
5. All driveway pipe shall be constructed of 15 inch re-enforced pipe in compliance with all specifications of the State of North Carolina.
6. No animal, livestock (including pet pigs), or poultry of any kind shall be raised or bred on any lot except for horses, dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to the other lot owners.
7. No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all lots shall be kept in an orderly and sanitary condition at all times.
8. No automobile or equipment that is inoperable will be allowed to remain on any lot for more than fifteen (15) days.
9. No billboard or signs (except those suitable for sale of lot) shall be permitted or maintained on any lot.
10. No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein described unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance County Health Department and North Carolina State Board of Health. No outdoor toilets or privy shall be constructed on any lot.
11. No noxious or offensive activity shall be carried on upon the herein described

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lots, nor shall anything be done on the lots herein described which may be or may become an annoyance or a nuisance to the other properties now owned by the developer or to the neighborhood.

12. The developer assumes no responsibility of maintenance and upkeep of any well or septic tank required by an owner or future owner relative to the use of said property, and each owner hereafter shall maintain and be responsible for the upkeep and the installation, maintenance and upkeep of any such water or septic system desired by them for the use of said premises.

13. Invalidity of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

14. These provisions are to run with the lots and shall be binding on all parties owning the lots and all persons claiming under them for a period of 30 years from the date these restrictions are recorded, after which said time, said covenants shall be automatically extended for additional periods of 10 years each, unless an instrument signed by three-fourths of the then owners of the similarly restricted lots has been recorded in which it is agreed otherwise.

15. The conveyance of all lots is made and accepted subject to any easement and/or rights of way that may have been granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities, or as shown on the recorded plat of Joshua's Landing Subdivision Phase I, and the developer reserves the right to subject the lots in the subdivision to right of ways for the installation of utilities ten feet wide along all property lines.

16. The developer will construct the roads, as shown on the above-referenced plat. Said roads shall be for the use and benefit of the developer and all subsequent owners of lots adjoining said road, and to this end, each lot adjoining said road shall be subject to a non-exclusive easement appurtenant of ingress, egress and regress in favor of all of the lot owners and the developer. Each of the owners of a lot shall pay One Hundred and No/100 Dollars (\$100.00) per lot towards a fund set aside for road maintenance at the closing of the purchase of a lot, and thereafter shall pay their pro-rata costs of the necessary expenses to maintain the road in an all-weather state of good repair. Until fifty percent (50%) of the lots adjoining said road have been sold, the developer shall be responsible for any decisions regarding the need for maintenance and the manner and extent of said maintenance, improvement or repair and shall collect from the other adjoining lot owners their pro-rata costs of said maintenance and repairs on an annual basis on the first Monday in November of each year and at other times as the developer may, in the developer's sole discretion, deem necessary. Once fifty percent (50%) of the lots adjoining said road have been sold, (at which time the developer's obligation to contribute pro-rata toward road maintenance shall cease), the owners of the adjoining lots

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shall then be charged with the responsibility of meeting on the first Monday of November of each year, and at other times as they may deem necessary, and shall make decisions regarding the need for maintenance and the manner and extent of said maintenance, improvement or repair, shall contract for any road maintenance work and shall collect from the other adjoining lot owners their pro-rata costs of said maintenance and repairs on an annual basis as set forth above. Pro-rata as used herein shall be defined as a fraction, the denominator of which shall be the total number of lots in Joshua's Landing Subdivision, Phase I, Phase II and Phase III (plats for Phase II and Phase III are to be recorded), and the numerator of which shall be the number of lots owned by each lot owner.

17. Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages against any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same. The non-profit association as described above shall assume all responsibility for enforcement of and any approvals, variances, releases and permissions required under these restrictions once fifty percent (50%) of the lots have been sold.

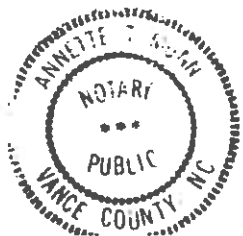
IN WITNESS WHEREOF, the developer has caused this instrument to be executed and sealed in its name by its duly authorized managers, this 7th day of November, 1997.

Charlie L. Keeter, III (SEAL)
CHARLIE L. KEETER, III

Debra L. Keeter (SEAL)
DEBRA L. KEETER

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of said County and State, do hereby certify that CHARLIE L. KEETER, III and DEBRA L. KEETER personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 7th day of November, 1997.



Annette T. Munn
Notary Public
My Commission Expires: 10-05-99

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STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Annette T. Munn, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS
By: Sharon C. Perrell
Deputy Assistant