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NORTH CAROLINA

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RESTRICTIVE COVENANTS

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CUMBERLAND COUNTY

GEORGE E. TATUM  
REGISTER OF DEEDS  
CUMBERLAND CO., N.C.

THIS AGREEMENT, made this the 15th day of August, 1988, between THOMAS B. WARING and wife, BETTY J. WARING, CURRIE K. DOWLESS and wife, LOIS B. DOWLESS, JOHN M. IVEY and wife, JANICE C. IVEY, all of Cumberland County, North Carolina, Parties of the First Part; and all owners and future owners of Lots in the Subdivision known as "LOBLOLLY PLANTATION" as per Plat thereof recorded in Plat Book 65, Page 70, Cumberland County Registry, Parties of the Second Part;

THAT WHEREAS, the Parties of the First Part are the owners of all Lots located within the subdivision designated as "Loblolly Plantation", a map of which appears in the Office of the Register of Deeds for Cumberland County in Plat Book 65, Page 70; and

WHEREAS, the parties hereto desire to increase the stability and appeal of said Lots by impressing certain Restrictive Covenants on the Lots in said subdivision.

NOW THEREFORE, in order to accomplish said Restrictive Covenants and in consideration of the mutual benefits to the parties hereto, the Parties of the First Part covenant and agree that said Lots in the subdivision designated as "Loblolly Plantation", in Plat Book 65, Page 70, of the Cumberland County Registry, are subject to and there is hereby imposed upon said "Lots", Restrictive Covenants as herein set forth, said covenants are to run with the land and be binding upon all parties and all persons claiming under them until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part and said agreements are embodied in writing and recorded in the Cumberland County Registry.

1. No lot shall be used except for residential purposes. Except for other permitted outbuildings, no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to have less than one thousand seven hundred (1700) total square feet and not to exceed two and one-half (2 1/2) stories in height. No structure of a temporary character such as tent, shack, shed or mobile home shall at any time be located upon the premises other than for temporary repair or construction purposes and shall not be used at any time as a temporary or permanent residence. No travel trailer shall at any time be used on the premises as a temporary or permanent residence. Notwithstanding the above, a double wide mobile home having less than one thousand seven hundred (1700) total square feet shall be permitted on Lot 10.

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2. 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. Natural drainage shall not be obstructed. No motor vehicle shall be parked upon or adjacent to any lot for more than thirty (30) days without having and displayed on it a lawfully issued and current year's North Carolina license plate and/or certificate. Further, no motor vehicle which is heavier than a three-quarter (3/4) ton truck shall be driven to, parked upon nor adjacent to any lot, except solely for temporary loading and unloading purposes.

3. Party of the First Part reserves the right to subject the real property in this subdivision to a contract with the South River Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require a respective and prorated initial payment and/or continuing monthly payment to the South River Electric Membership Corporation by the owner of each lot.

4. As long as Party of the First Part owns one or more of Lots 1 through 11 of Loblolly Plantation Subdivision that have not once been conveyed by Party of the First Part, the following actions will require the approval of the Federal Housing Administration and of the Veterans Administration: annexation of additional properties, and amendment of these Restrictive Covenants.

5. A 10 foot wooded area shall be left along the North line of Lot #10 where this lot is 20 feet wide, and a 25 foot wide strip of wooded area shall be left along all other lot lines of Lot #10.,

6. A 10 foot wide utility and drainage easement, 5 feet on each side of the property line, is reserved along all interior lot lines.

7. Lots 2, 3, and 5 through 11 are subject to a Private Driveway Easement as shown on the recorded plat.

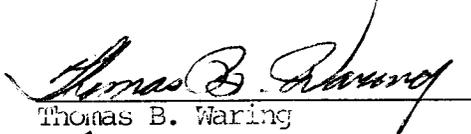
8. All fences must be of a quality material (No Barb Wire) and must be professionally installed and maintained. Chain link fence shall not be installed any closer to the street than the rear lines of the house.

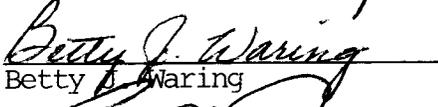
9. Exposed surfaces of the foundation shall be brick or stone.

10. Two horses may be stabled on Lots 5, 6, 7, 8, 9, 10 and 11 or on any two (2) lots when under single ownership. No farm operations for chickens will be allowed. Under no circumstances will hogs be kept on any lot. No kennels for the breeding and raising of dogs for commercial purposes will be permitted. Household domestic pets are permitted on all lots.

11. These Restrictive Covenants are made pursuant to the provisions of North Carolina General Statutes Chapter 47A, Unit Ownership Act and any inconsistencies or conflicts between the contents of these restrictive covenants and North Carolina General Statutes Chapter 47A, shall be governed by said General Statute.

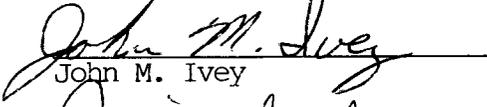
12. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

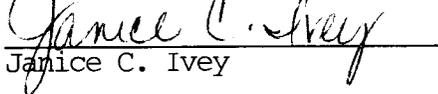
 (Seal)  
Thomas B. Waring

 (Seal)  
Betty J. Waring

 (Seal)  
Currie K. Dowless

 (Seal)  
Lois B. Dowless

 (Seal)  
John M. Ivey

 (Seal)  
Janice C. Ivey

NORTH CAROLINA

CUMBERLAND COUNTY

I, the undersigned Notary Public in and for said County and State do hereby certify that Thomas B. Waring and wife, Betty J. Waring personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 15th day of August, 1988.

Anthony K. Cain  
Notary Public

(Seal)

My commission expires: 2-22-92

NORTH CAROLINA

CUMBERLAND COUNTY

I, the undersigned Notary Public in and for said County and State do hereby certify that Currie K. Dowless and wife, Lois B. Dowless personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 15th day of August, 1988.

Anthony K. Cain  
Notary Public

(Seal)

My commission expires: 2-22-92

NORTH CAROLINA

CUMBERLAND COUNTY

I, the undersigned Notary Public in and for said County and State do hereby certify that John M. Ivey and wife, Janice C. Ivey personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 15th day of August, 1988.

Anthony K. Cain  
Notary Public

(Seal)

My commission expires: 2-22-92

The foregoing Certificate(s) of Anthony K. Cain

is/are 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.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,  
Janella J. Spruigan Deputy/Assistant - Register of Deeds