BOOK 1288 PAGE 0754

NORTH CAROLINA

EDGECOMBE COUNTY

HOPE FARM PLACE
SUBDIVISION, SECTION 1
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, HOPE FARMS, INC., a North Carolina corporation, hereinafter called DEVELOPER, is developing a subdivision known as HOPE FARM PLACE SUBDIVISION, SECTION 1, and it is the desire of the undersigned, as the developer of said property, to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone and character of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners;

NOW THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in HOPE FARM PLACE SUBDIVISION, SECTION 1 (the "Subdivision"), that all of the lots in said subdivision as shown on a map recorded in Plat Cabinet 6, Slides 123, 124 and 125, Edgecombe County Registry, (the "Plat") are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

1. All lots in said Subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.

2. No building or other improvements shall be constructed or located on any lot in the Subdivision otherwise than in compliance with (a) the applicable local rules, regulations, laws and ordinances including, without limitation, front, side and rear setback requirements and (b) the restrictions and other matters shown on the Plat. On corner lots, the side having the least

frontage shall be considered the front lot line of said lot. Any violation of the applicable front, side and rear setback line requirements as set forth herein by less than 10% of the minimum distance shall be deemed waived upon recordation in the Edgecombe County Registry of an instrument of waiver executed by Developer.

3. To insure the harmony and quality of design, location, materials and color schemes in the Subdivision, no dwelling, building, improvement, wall, fence, driveway, or other structure shall be begun, altered, added to, maintained or constructed on any lot until the plans and specifications have been reviewed and approved in writing by the Developer. For approval, a lot owner shall submit to Developer, two (2) sets of plans and specifications, including site plans showing location of all buildings, walls, drives, fences and other proposed structures, floor plan or plans, and a schedule of proposed exterior colors and materials, including roof colors. In the event the Developer fails to approve or disapprove the plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the covenants requiring the Developer's approval shall be deemed to have been fully complied with.

4. Any storage building must conform to the style, materials, and colors of the owner's house. Construction and placement of said storage building on any lot must be approved by Developer, prior to the construction thereof.

5. No fence shall be built or hedge planted and grown on any lot unless written approval thereof has first been obtained from Developer. Fences facing or parallel to the street shall be of wood construction. No fence or hedge shall be permitted nearer the front lot line than the front corners of the house constructed upon said lot unless approved in writing by Developer.

6. All corner lots shall be required to have a buffer fence at least 20 feet in length and 6 feet in height at the rear of the house and attached to the rear of the house parallel to the street, behind which shall be kept all lawnmowers, bicycles, toys, grills and other similar stored materials. All fences constructed hereunder shall be maintained in a good state of repair and condition, including painting or stain, at all times.

7. The exterior of dwellings, buildings, improvements, walls and fences in the Subdivision shall be maintained in a good state of repair by the owner. No exterior color of buildings, fences, mailbox posts or any other improvement may be changed without the prior approval of Developer.

8. No noxious or offensive activity shall be carried on or maintained upon any lot or part of any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

9. No structure of a temporary character, including, but not by way of limitation, a house trailer, travel trailer, mobile home, or previously-constructed house, shack, garage, barn or other outbuilding shall be used on any lot in the Subdivision at any time as a residence, either temporarily or permanently.

10. Each owner shall keep his lot free of tall grass, woods, undergrowth, dead trees, trash and rubbish, and the lots shall be properly maintained so as to present a pleasing appearance. The owner of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects. In the event the owner of any lot within the Subdivision breaches this restriction, the Developer reserves the right to enter upon the lot and mow the grass, clean up the lot and remove unsightly structures and objects, at owner's expense. Where lots border on or contain ditches, drainage canals or swales,

the owner of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots adjoining ditch banks and swales to pavement shall be properly tended to by the respective owner(s) of each such lot.

11. All receptacles and other equipment for trash or waste material disposal shall be kept in a clean and sanitary condition. Each lot owner shall provide and keep receptacles for garbage. All cans, carts and bags must be kept in a screened area, accessory building or other storage facility or located in an area not generally visible from the streets of the Subdivision, except on garbage pick-up days.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot in the Subdivision; except that dogs, cats and other animals generally considered household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are not dangerous by nature. Household pets are to be kept under control at all times, and must not become a nuisance by barking or other acts.

13. No satellite dishes or exterior antennae or towers may be installed without prior written approval from the Developer.

14. All drapes, blinds, and other window treatments shall be installed so as to appear white in color from the exterior of the home. Further, only white light bulbs may be used in outside light fixtures.

15. No advertising signs or billboards of any kind shall be displayed to the public view on any lot in the Subdivision except one professional sign of not more than five square feet advertising the property for sale, and/or a single sign advertising the names of the builder during the construction and sales period. This covenant shall not apply to signs erected by the Developer used to identify and advertise the Subdivision as a whole.

16. Perpetual easements for installation and maintenance of utilities, clear vision (sight distance easement) and drainage facilities are reserved by the Developer as shown on said recorded Plat. No structure, planting or other materials shall be placed or permitted to remain within or upon these easements which may damage utilities, interfere with clear vision or with drainage. The easement area of each lot and all improvements thereon except those improvements for which a public authority or utility company is responsible shall be maintained continuously by the owner of the lot. Such easements shall be released by the Developer to lot owners affected when and if it appears to the Developer, that such easement(s) are no longer needed for the purpose for which they were intended.

17. No trade materials or inventory shall be stored on any lot in the Subdivision; and no trucks in excess of 3/4 ton or mobile homes may be regularly parked on a lot or the streets as shown upon the recorded plat. Further, no trailers, campers, recreational vehicles or boats may be regularly parked upon the streets of the Subdivision as shown upon the recorded plat. All boats, trailers, campers and any other recreational vehicles shall be kept inside a garage, storage building or in the back yard and generally not visible from the streets. No vehicles shall be parked in the front or side yards of lots except on paved surfaces nor shall any vehicle be displayed as being "for sale." In all homes with garages, the garages and entrance thereto shall be kept free of debris and clutter so as not to be visually unappealing. Additionally, all garage doors shall remain closed except during periods of actual use of the garage entrance.

18. Each lot in the Subdivision shall have only one (1) mailbox, which shall be mounted on a painted single wooden post, and all such boxes shall be approved by Developer. If a newspaper box is installed, it is to be mounted on the wooden mailbox post and painted the same color as the wooden mailbox post. Such mailboxes and posts may be provided by the

Developer or the builder. Any boxes provided by the Developer or builder shall be considered an improvement and must remain with the lot and shall be maintained in good condition by the lot owner.

19. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

20. Aboveground exterior air-conditioning and heating equipment and other mechanical equipment shall be screened from view or covered by the use of shrubs, fences or other suitable screening material.

21. That certain area on the Plat designated "AREA RESERVED FOR DRAINAGE POND" adjoining Lots 44, 45, 48-54, and 80 and Hope Farm Drive (the "Recreational Area") is designated and reserved for recreational purposes for the use of the owners of lots in the Subdivision and their guests, tenants and contract purchasers who reside on the lots, but subject to such reasonable rules and regulations as shall be promulgated from time to time by Hope Farm Place Property Owners Association, Inc. (the "Association"), its successors and assigns, as owner of the said Recreational Area. The owner(s) of each lot in the Subdivision shall be a member(s) of the Association and shall have a non-exclusive perpetual appurtenant easement over and upon the Recreational Area for recreational purposes for the use and benefit of such owners, their guests, tenants and contract purchasers who reside on the lots as aforesaid.

22. The foregoing covenants are to run with the land and shall be binding on and applicable to all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing

signed and acknowledged by the owners of a majority of the lots subject hereto has been recorded changing, modifying or amending said covenants in whole or in part.

23. As long as the Owner (defined below) and the Developer own a total of at least five (5) lots in the Subdivision, each, without the consent or approval of the other or any owner, specifically reserves the right on its own to amend any part or all of the restrictions, covenants and conditions herein by the filing in the office of the Register of Deeds of Edgecombe County a Declaration of Amended Restrictive Covenants. In addition, the owners of not less than 75% of the lots in the Subdivision may amend any part or all of the restrictions, covenants and conditions herein by filing a Declaration of Amended Restrictive Covenants as set forth above.

24. Enforcement of the aforesaid 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 violation or an impending violation, or to recover damages or other dues for such violation. The owners of lots subject to these restrictions, or any of them, jointly or severally, shall have the right to enforce these covenants.

25. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

26. THESE RESTRICTIONS APPLY ONLY TO SECTION 1, HOPE FARM PLACE SUBDIVISION, AS THE SAME IS SHOWN ON THE PLAT REFERENCED ABOVE, AND SUCH ADDITIONAL LAND AS THE DEVELOPER MAY SPECIFICALLY SUBJECT TO THE TERMS HEREOF, AND NOTHING HEREIN IS INTENDED, NOR SHALL BE DEEMED, TO BE A REPRESENTATION, WARRANTY, COVENANT OR PROMISE THAT THESE RESTRICTIONS APPLY OR SHALL APPLY TO ANY OTHER REAL PROPERTY OWNED BY DEVELOPER IN THE VICINITY OF OR ADJACENT TO

SAID DEVELOPMENT. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO USE, DEVELOP, IMPROVE AND CONVEY THE REMAINDER OF ITS PROPERTY, INCLUDING, WITHOUT LIMITATION, PROPERTY IMMEDIATELY ADJACENT TO THE SUBDIVISION, FOR PURPOSES DIFFERENT FROM THOSE FOR WHICH THE SUBDIVISION SHALL BE USED AND SUBJECT TO RESTRICTIONS OTHER THAN AS SET OUT HEREIN OR SUBJECT TO NO RESTRICTIONS.

27. All references herein to the Developer shall refer to the Developer, its successors and assigns.

IN TESTIMONY WHEREOF, HOPE FARMS, INC., Developer, has caused this instrument to be executed in the manner prescribed by law, this to be effective the 1st day of November, 2000.

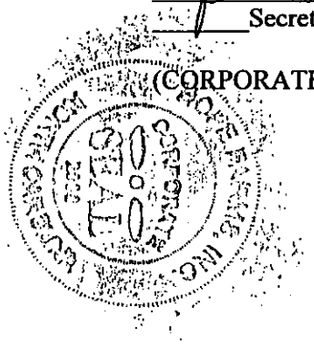
HOPE FARMS, INC.

By: _____
President

ATTEST:

_____
Secretary

(CORPORATE SEAL)



W. S. Clark Farms ("**Owner**") joins in this document as the current owner of the property being developed by Developer for the purpose of consenting to the restrictions placed on the Subdivision.

W. S. CLARK FARMS, a North Carolina
General partnership (SEAL)

By: _____(SEAL)
S. Clark Jenkins, Partner

By: _____(SEAL)
Mary Jane Jenkins, Partner

STATE OF NORTH CAROLINA

COUNTY OF Edgecombe

I, Patricia F. Holland, a Notary Public of the County and State aforesaid, do hereby certify that Lance M. Cherry personally came before me this day and acknowledged that he/she is - Secretary of Hope Farms, 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 S. Clark Jenkins, its - President, sealed with its corporate seal and attested by himself/herself as its - Secretary.

Witness my hand and official stamp or seal, this the 24th day of January, 2001.

Patricia F. Holland
Notary Public

My Commission Expires: June 5, 2001

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Edgecombe

I, Patricia F. Holland, a Notary Public of the County and State aforesaid, do hereby certify that S. Clark Jenkins, Partner of W. S. Clark Farms, a North Carolina general partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 24th day of January, 2001.

Patricia F. Holland
Notary Public

My Commission Expires: June 5, 2001

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Edgecombe

I, Patricia F. Holland, a Notary Public of the County and State aforesaid, do hereby certify that Mary Jane Jenkins, Partner of W. S. Clark Farms, a North Carolina general partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 24th day of January, 2001.

Patricia F. Holland
Notary Public

My Commission Expires: June 5, 2001

(OFFICIAL SEAL)

NORTH CAROLINA, EDGECOMBE COUNTY
The foregoing certificate(s) of Patricia F. Holland
A Notary Public, is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1288 Page 754 This 15th day of February 2001 at 10:25 o'clock A M.
Judy W. Cole
Register of Deeds
By Brenda M. Pruett, Deputy

28.00 Given: Doris 10:25