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JOE B. FREEMAN, ROFD
ROBESON COUNTY

STATE OF NORTH CAROLINA

COUNTY OF ROBESON

RESTRICTIVE COVENANTS FOR
HOWELL W. BRANCH'S
SINGLETARY ACRES
LOTS 1 - 7

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this 25th day of February, 1992, by Howell W. Branch, owner of the land entitled "Singletary Acres", located in Robeson County North Carolina.

WHEREAS, Howell W. Branch desires to impose certain restrictions governing the use of said lands in order that all persons and parties now owning or hereafter acquiring any interest in said lands shall hold the same subject to the restrictions hereinafter set forth;

NOW, THEREFORE, in order to create and effectuate the restrictions hereinafter set forth upon the above described real property, Howell W. Branch, does hereby declare said property to be subject to the restrictions hereinafter set forth, said restrictions being binding upon Howell W. Branch, his successors and assigns, and all persons and parties hereafter acquiring any interest in said lands; and, Howell W. Branch does hereby covenant and agree with all persons and parties hereafter acquiring any interest in said lands that the same shall be subject to and are hereby declared to be subject to the restrictions hereinafter set forth:

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 and one-half stories in height and a private garage for not more than two cars. No commercial activity of any nature shall be conducted therein or thereon except the sale or rental of residential dwellings. No residence shall be less than 1500 square feet of heated area.

2. MOBILE, MODULAR OR PREFABRICATED HOMES:

No "single-wide" or "double-wide" trailer, modular or prefabricated home shall be permitted on any lot unless approved by the Architectural Control Committee. Curtains, skirting or walls about the underside of such homes shall be of concrete block, bricks, stones or similar type masonry materials. Not plastic, vinyl, wood, metal or similar material shall be used as a curtain, skirting or permanent wall.

The curtain, skirting or permanent wall shall be constructed and in place no later than 60 days after the unit has been erected or otherwise placed upon piers or a solid foundation.

3. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structures has been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line unless similarly approved.

The location and design of any storage building and/or detached garage shall be approved in writing by the Architectural Control Committee prior to construction and in accordance with Section 4 of these restrictions.

No exposed or exterior transmission or receiving antennas shall be erected which shall exceed the height of the trees upon a lot or shall otherwise be approved in writing by the Architectural Control Committee before construction. Transmission receivers or transmitters of the "disc" or "dish" type shall be permitted only upon written approval of the Architectural Control Committee prior to construction in regard to product, exposure, height and all other pertinent factors.

Clothes lines shall be permitted, but must be directly behind the residential structure on said lot and shall be no higher than 6 feet from the ground.

No structure of a flat roof design shall be built on any lot.

No above-ground swimming pool shall be permitted on any lot but such restrictive covenants shall not prohibit the purchase and use of "baby pools" which are no longer or wider than 6 feet (or in circular, no more than 6 feet in diameter) and with a height not to exceed 2 feet. Such "baby pools" shall be inconspicuously placed at the rear of a lot behind the residence and shall be maintained in such manner as not to constitute a nuisance or health hazard.

The Architectural Control Committee shall be composed of Carl Branch whose address is Rt. 2, Box 487, Lumberton, N.C., Howell Branch and Hazel Branch whose address is P. O. Box 8379, Greensboro, N.C. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

4. PROCEDURE:

The committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee, or its designated representative fails to approve or disapprove in writing within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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5. BUILDING LOCATION:

No building shall be located on any lot nearer than 50 feet to the front lot line or nearer than 30 feet to any side street line.

No building shall be located nearer than 20 feet to an interior lot line, except that a garage or other permitted accessory building may be located nearer than 50 feet to the front lot line or nearer than 30 feet to any side street line.

No building shall be located nearer than 20 feet to an interior lot line, except that a garage or other permitted accessory building may be located nearer than 10 feet to any interior side line. However, standard building set back lines shall apply to garages or other accessory buildings where such side is adjacent to a street or roadway.

For purposes of this covenant, eaves and steps shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

7. RESUBDIVISION:

No lot shall be subdivided, it's boundary lines changed nor shall any street be laid out or opened across or through any lot. This provision shall not prohibit the combining of two or more contiguous lots into one larger lot. Upon such combination, the exterior boundary lines of the resulting larger lot shall be considered in interpretation of this Declaration.

8. GOVERNMENTAL REGULATIONS:

All governmental building codes, health regulations, zoning restrictions and similar applicable shall be observed. In the event of a conflict between any provision of governmental regulation and any provision of this Declaration, the more restrictive provisions shall apply.

9. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved. No structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

10. NUISANCES:

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

11. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. SIGNS:

No sign of any kind shall be displayed to the public view except one professional sign of not more than 5 square feet advertising the property for sale or rent, or signs used by owner, a realtor or builder to advertise the property during any construction and sales period.

13. OIL AND MINING OPERATIONS:

No oil drilling, oil or gas development operations, oil or gas refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. LIVESTOCK AND POULTRY:

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 that they are not kept, bred or maintained for any commercial purposes, and provided that the keeping of such dogs, cats or other household pets does not in any fashion constitute an annoyance or nuisance or otherwise prohibit these restrictive covenants or by-laws. All pets shall be confined to the owner or occupants premises.

15. VEHICLES, HOBBIES AND ACTIVITIES:

No junk automobiles, cars stored for repairs or restoration, nor any other type of salvage shall be placed on a lot so as to be visible by others. Mini-bikes, "ATV's" or similar vehicles are prohibited. Any motor home, trailer, boat or other type of recreational vehicle, if stored on the premises, shall be screened from the view of others. For the safety of residents, children, pedestrians, operators of vehicles and all others about this subdivision, residents, guests and invitees shall make every reasonable effort to park all vehicles in garages and in driveways beyond or behind the front line of each residence and shall park such vehicles off of dedicated streets, roadways and attendant right-of-ways. The parking of any vehicles by residents, guests, invitees or others shall not violate any governmental restriction or laws pertaining to impairment of roadways, including but not limited to, line-of-sight requirements, impeding of travel and any and all other applicable safety regulations.

14. GARBAGE 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 either underground or placed at the rear of the dwelling and shall be screened from the public view. Unless a public authority provides refuse pick-up or disposal all owners or their tenants shall periodically dispose of trash so as not to create an unsightly or health threatening condition.

17. TERMS:

These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of 30 years from the date these covenants are recorded after which time said

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covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

18. ENFORCEMENT:

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

19. SEVERABILITY:

Invalidation of any one of these covenants by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Howell W. Branch, has caused this instrument to be signed this day and year first above mentioned.

Howell W. Branch (SEAL)
HOWELL W. BRANCH

STATE OF NORTH CAROLINA

County of Guilford

I, Betty D. Calhoun, a Notary Public for the State and County aforesaid, certify that Howell W. Branch, personally appeared before me this day and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal, this the 25 day of February, 1992

Betty D. Calhoun
Notary Public

My Commission expires:

Oct 13, 1996

North Carolina Robeson County
The foregoing certificate of
Betty D. Calhoun Notary Public
(is certified to be correct)
This 28th day of Feb, A.D. 92
Joe B. Freeman Deputy
Joe B. Freeman, Register of Deeds

