

4. **WALLS, FENCES, HEDGES AND DELIVERY RECEPTACLES:** No walls, hedges, mass planting or other similar obstruction exceeding four (4) feet in height (and no fence of any type of height) shall be erected or permitted to remain between the street right-of-way and the applicable minimum building setback line. No chain link fences are allowed around any yard areas; however, a split rail fence with wire mesh is permitted around the rear yard areas and must be approved by the developer prior to construction.
5. **USE OF OUT BUILDINGS AND SIMILAR STRUCTURES:** No structure of a temporary nature shall be erected or allowed to remain on any lot and not trailer, shack, tent garage, barn or any other structure of a similar nature shall be used as a residence either temporarily or permanently. Provided however, this paragraph shall not be construed to prevent a building contractor from using sheds or other temporary structures during construction for such purposes as Developer deems necessary. One additional outbuilding may be allowed per lot (minimum 180 square feet, maximum 1200 square feet). Said outbuildings must have permanent footings and construction with masonry foundation, which shall match exterior of the house structure. Said outbuildings must have composite shingles of a color to match house and built of the same material as the home. The outbuildings and similar structures will have a minimum setback of 10 feet on each side and 10 feet on each side.
6. **LIMITATIONS ON CERTAIN COMMERCIAL VEHICLES:** No commercial vehicles: a) having a weight in excess of 2.5 tons OR, b) being more than a 2-axle vehicle OR, c) being a "cab" designated to hitch to and carry freight or goods OR, d) being "tractor trailer" OR, e) any vehicle assigned an ICC registration number, may be permitted to be parked on or abutting said property other than moving vans related to the actual moving of persons in or out of one of the said lots.
7. **ANIMALS AND PETS:** No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and use of the occupants, but not for any commercial use or purpose. Birds shall be confined in cages.
8. **SIGN BOARDS:** No sign boards of any description shall be displayed upon or above any lot with the exception of:
 - (a) Signs "for rent" or "for sale" which shall not exceed 2-feet by 3-feet in dimensions, shall refer only to the premises on which displayed, and shall be limited to one sign per lot; and
 - (b) Signs with the name of the owner and street address, the design of which shall be furnished to the Developer upon request, and Developer shall have the right to disapprove such design and prohibit the erection of such sign as does not meet with their approval. No billboards or other advertising signs shall be permitted.
9. **NUISANCES AND UNSIGHTLY MATERIALS:** No noxious, offensive or illegal 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. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by governmental and other similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any such unsightly items, weeds or underbrush, five days after posting a notice thereon or mailing the requirements of this paragraph, Developer may enter and remove all such unsightly items or growth at the owner's expense. Owners by acquiring property subject to these restrictions agree to pay such costs promptly upon demand by Developer, Its agents, assigns or representative. No such entry as provided herein shall be deemed a trespass.
10. **EASEMENTS:** The Developer (for themselves, their successors and assigns) reserves a right-of-way, over, along, and under the following portions of each lot:
 - (a) As shown on the above-mentioned Plat;
 - (b) The rear 10; and
 - (c) 5 feet adjoining each side line.

These rights-of-way are for the installation of poles, lines, conduits, pipes, drainage, and other equipment and facilities necessary or useful for furnishing utility service to the property (now, formerly

or hereafter owned by the Developer or its successor) adjacent thereto or in the proximity thereof. All utilities, including without limitation, cable television, which traverse the property in any direction under, over, across or through any lot shall be located only within the easement areas described above. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Developer; provided, however, local service from utilities within easement areas to dwellings constructed upon any such lots may be established without obtaining separate consents thereto from the Developer.

- 11. DRIVEWAYS/PARKING AREAS: Driveways and parking areas constructed upon any lot shall be brick or concrete, and shall be fully completed prior to the occupancy of any dwelling on the lot; however, the developer in certain special cases and hardship situations may allow a certain portion of the driveway to be constructed of other material besides brick and concrete if the driveway is of such length.
- 12. FUEL STORAGE TANKS: All fuel storage tanks shall be buried below the surface of the ground, and all outdoor receptacles for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible to the occupant of other lots or the users of any street, road or recreational area.
- 13. GARAGES: Each Residence shall have an enclosed garage attached to the residence, which shall hold a minimum of 2 vehicles and be of a maximum size of 900 square feet. Detached garages must be site built of the same exterior materials as the residence and must be approved by the Developer prior to construction.
- 14. MAIL BOXES: All homeowners on each lot will use a mailbox receptacle designated and approved by the Developer.
- 15. COMMENCEMENT AND COMPLETION OF CONSTRUCTION: Unless changed by mutual agreement of the current owner and the Developer, property owners must commence construction of homes on said lots within 180 days of the filing of a deed from Developer to property owner and said homes must be completed (with certificates of occupancy issued) within one (1) one year of the pulling of a building permit on said lots. Subsequent property owners of said lots must still meet this obligation. Right to Re-purchase: If this covenant is violated, Developer may elect to repurchase said lot from the current lot owner. The purchase price of said re-purchase shall be the Developer's original sales price for said lot.
- 16. BUILDING POLICIES: The following requirements shall apply to all builders involved in construction in said development:
 - (a) All activity by the building shall be restricted to the lot on which he is building.
 - (b) Delivery and storage materials shall be confined to the building lot only.
 - (c) Building contractors shall locate a suitable container for waste building materials and trash.
 - (d) Building contractors and subcontractors shall be responsible for the condition of adjoining road and roadsides and for keeping roads clean during construction.
 - (e) Builder shall be responsible for regular clean-up of the lot. Scrap and trash too large to be put in the container shall be removed from the lot on a weekly basis.
 - (f) There shall be a weekly clean-up and stacking of building materials by the builder.
- 17. SIGN EASEMENT: Plat Book 14 at Page 245 of the Lincoln County Registry shows an area on Lots 1 and 24 denoted as "10 x 70 Sight Triangle". In addition to said sight triangle, there shall be a 30 foot by 30 foot Sign Easement on Lot 1 and Lot 24 at the intersection of Lowes Lane and Old Plank Road. Developer, its successors and/or assigns have the right to enter onto said Sight Triangle and Sign Easement and build, erect, repair and maintain sign and/or a planter for said development. Developer, its successors and/or assigns may landscape, plant flowers and may beautify said sign easement envelope from time to time. Owners of lots 1 and 24 shall keep the grass cut and the adjacent sight triangle free of unsightly and obstructing weeds and plants. Said owners of lots 1 and 24 have no obligation to maintenance of said sign or planter. After the sale of 50% of the lots in the subdivision by the Developer, the homeowners will assume responsibility for the maintenance of the entrance and sign area.
- 18. UNINTENTIONAL VIOLATION OF RESTRICTIONS: In the event of the unintentional violation of the foregoing restrictions with respect to any lot, the Developer, its Successors or assigns reserve the right (by and with the mutual consent of the owner or owners for the time being of such lot) to change, amend or release any of the foregoing restrictions as the same may apply to that particular lot.

RESTRICTIVE COVENANTS FOR OLD PLANK

19. ENFORCEMENT OF RESTRICTIONS: if any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within the subdivision above names in the Lincoln Public Registry (or having any interest therein) to prosecute the violating party at law or in equity for any claim which these restrictions may create in such other owners or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages or other dues for such violation. Invalidation of any one or more of these restrictions by judgment or court order shall in no way affect any of the other provisions not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

20. HEADINGS AND BINDING EFFECT: Paragraph headings are inserted for reference convenience and are not to be constructed as substantive parts of paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

IN WITNESS WHEREOF, the undersigned has hereunto executed this instrument, the 18th day of JUNE 2007.

HAMMETT CONSTRUCTION CO., INC.
a North Carolina Corporation

BY: *Keith B. Hammett, Pres.*
Keith B. Hammett, President

STATE OF NORTH CAROLINA)
) NOTARY ACKNOWLEDGEMENT
COUNTY OF LINCOLN)

I, a Notary Public of the County and State aforesaid, certify that Keith B. Hammett personally came before me this day and acknowledged that he is President of HAMMETT CONSTRUCTION CO., INC., a North Carolina Corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 18th day of JUNE 2007.

Notary Public *Donna Lee Wallace*

My Commission Expires: 5-2-2009

