

134-604

NORTH CAROLINA
PERSON COUNTY

DEED OF RESTRICTIONS FOR
MT. TIRZAH SUBDIVISION
LOTS 4 and 5 REVISED
and LOTS 10 THROUGH 50
INCLUSIVE

THIS DECLARATION, made this 29TH day of November, 1985, by TIRZAH DEVELOPMENT, by JEFFREY S. LAMING, Agent for Tirzah Development, a Joint Venture, 110 North Churton Street, Hillsborough, North Carolina 27278, hereinafter called Declarant;

WITNESSETH

THAT WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration and desires to subject said real property to the restrictions, provisions, and covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in instrument and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants, restrictions and provisions set forth below.

ARTICLE I

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants, restrictions and provisions set forth in the various articles of this declaration is located in Mount Tirzah Township, Person County, North Carolina, and is more particularly described as follows:

ALL those certain lots or parcels of land situated in Mount Tirzah Township, Person County, North Carolina, and more particularly described as revision of lots 4 and 5, as shown on plat of Mt. Tirzah Subdivision recorded in Plat Book 2, Page 195, Person County Registry, and Lot Nos. 10 through 50 inclusive as shown on plat of Mt. Tirzah Subdivision recorded in Plat Book 3, Page 17, Person County Registry to which plat reference is hereby made for a more particular description of same.

No property other than that described above shall be deemed subject to this declaration until specifically made subject thereto.

ARTICLE II

The real property described in Article I hereof is subject to the protective covenants and restrictions hereby declared to establish a general scheme of development for said property in order to protect all future owners of said lots from potentially undesirable habits and practices on the part of other future owners of said lots.

COLEMAN, BENNOZZ, DEXTERSON, BENNOZZ, GIBBELL & HARGRAVE ATTORNEYS AT LAW

COLEMAN, BERNHOLZ, DICKERSON
COLEMAN, BERNHOLZ, DICKERSON
COLEMAN, BERNHOLZ, GLENHILL & HARGRAVE ATTORNEYS AT LAW

1. Each and every lot shall be used only for residential purposes, and only residences and structures incidental thereto, including garages, guesthouses, greenhouses, barns and storage buildings, shall be constructed upon the premises; no other building shall be constructed upon the premises.

2. All residences shall be single family dwelling units.

3. Any and all residential structures constructed on the lot shall be built on a permanent foundation with heated living areas of not less than 1,000 square feet. Any mobile home placed on the property shall be double-wide, on a permanent foundation, and have an exterior masonry foundation. No mobile homes more than two years old shall be permitted on said lots. No single-wide mobile homes shall be permitted.

4. No structure shall be located on any lot less than twenty (20) feet from any lot line nor less than one hundred (100) feet from the centerline of any road.

5. All water supply systems and sewage disposal systems constructed and maintained on the lots shall be constructed and maintained in accordance with the rules and regulations of the Person County Health Department. No outside toilet facilities shall be permitted.

6. Declarant reserves to itself and its successors and assigns a five (5) foot easement for the installation and maintenance of utilities along the interior lot lines of each lot. Within these reserved areas of each lot, no structures, plantings, improvements, or materials shall be allowed to be erected, placed or remain which may in any way interfere with the installation and maintenance of utilities. The reserved easement areas shall be maintained by the owner of the lot, except for utility improvements which might be erected by a public utility company or other public authority.

7. Each lot owner shall be responsible for providing adequate off street parking for all automobiles and other vehicles of every kind or nature owned by the lot owner and vehicles owned by any member of his or her household, including but not limited to all automobiles, trucks, motorcycles, motor scooters, and bicycles. The parking of such vehicles shall not be permitted in the streets adjoining the lot.

8. Each lot owner shall be responsible for providing adequate garbage and refuse disposal outside of the subdivision.

9. No obnoxious or offensive trade or activity of any kind or nature shall be permitted to be carried out on any lot, nor shall a lot owner do anything thereon which may or shall become an annoyance or nuisance to the adjoining lot owners. Each lot owner shall at all times maintain the lot and any improvements constructed thereon in a neat and well kept manner.

10. No private or commercial livestock, swine or poultry shall be permitted.

11. No lot may be subdivided, except by declarant for modification of lot lines. No lot shall, in any event, be less than one (1) acre.

ARTICLE IV

These restrictions and protective covenants may be changed, amended, modified or cancelled as follows: Declarant, any lot owner, or the home owners association, if formed, acting through its board of directors, may give written notice, by regular mail sent to the last known address of each owner according to the Declarant's or the association's records, of the time and place of a meeting at which the proposed change shall be considered, to each and every lot owner of record. If seventy five percent (75%) or more of the lot owners shall vote in favor of the change, modification, amendment, or cancellation, the same shall thereupon be considered as approved. For purposes of this provision, the Declarant shall be considered as a lot owner, and each lot owner shall be entitled to one vote for each lot owned (i.e., an owner owning three lots shall be entitled to three votes; four lots, four votes, etc.).

COLEMAN, BENHOLD, ENKELSON, BENNETZ, CLEHILL & HAUGRAVE ATTORNEYS AT LAW

134-607

ARTICLE V

These restrictions shall affect and run with the land and shall exist and be binding upon all persons claiming under them until December 31, 2025, and shall be continued for successive periods of ten years thereafter unless amended or terminated under the procedure set forth in Article IV above. These restrictions and conditions are deemed to create reciprocal rights, duties, obligations, and benefits, and it shall be lawful for any person or persons owning a lot or lots, as well as for the Declarant or home owners association, if formed, to prosecute any proceeding in law or in equity against the person, firm, or corporation violating or attempting to violate any such restriction or condition in order to prevent or restrain such violation. Purchasers or other owners claiming under them by future conveyance or transfer of title are deemed to have agreed to these restrictions and covenants as part of the consideration for their purchase by acceptance and recordation of any deed for any tract in said subdivision.

ARTICLE VI

The invalidation of any portion of these Restrictions and Covenants by judgment or court order shall in no way affect any of the other provisions contained herein, and those other provisions shall be severable from the invalidated portion and shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed on the day and year first above written.

TIRZAH DEVELOPMENT,
A Joint Venture

COLUMBA BERNHOLD, DEWEESON, BERNHOLD, GLEDHILL & HARGRAVE ATTORNEYS AT LAW

184-603

By: Jeffrey S. Laming
JEFFREY S. LAMING, General Agent
for TIRZAH DEVELOPMENT

NORTH CAROLINA, ORANGE COUNTY

I, a Notary Public for said County and State, do hereby certify that JEFFREY S. LAMING, Agent for TIRZAH DEVELOPMENT, a joint venture, personally appeared before me this day and acknowledged the due execution of the foregoing and attached Deeds of Restrictions.

WITNESS my hand and notarial seal, this the 29th day of November, 1985.

S. HAUGRAVE, ATTORNEYS AT LAW

My Commission Expires:
December 9, 1989

Peggy S. Walker
Notary Public

PEGGY S. WALKER
Notary Public
ORANGE COUNTY, N. C.

NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of Peggy S. Walker, a Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 184, Page 604. This 2 day of December, 1985 at 10:00 o'clock A.M..

J. Ben Kirby
J. Ben Kirby
Register of Deeds

PREPARED BY: Joe Weinberger, Jr.

165-860

NORTH CAROLINA
PERSON COUNTY

DEED OF RESTRICTIONS FOR
MT. TIRZAH SUBDIVISION
LOTS 10 - 50

THIS DECLARATION, made this the 12 day of ^{MARCH}~~February~~, 1986,
by TIRZAH DEVELOPMENT, by JEFFREY S. LAMING, Agent for Tirzah
Development, a Joint Venture, 110 North Churton Street, Hillsborough,
North Carolina 27278, hereinafter called Declarant;

WITNESSETH:

THAT WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration and desires to subject said real property to the restrictions, provisions, and covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in instrument and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is, and shall be, held, transferred, sold, and conveyed subject to the protective covenants, restrictions and provisions set forth below.

ARTICLE I

The real property which is, and shall be, held, transferred, sold, and conveyed subject to the protective covenants, restrictions and provisions set forth in the various articles of this Declaration is located in Mt. Tirzah Township, Person County, North Carolina, and is more particularly described as follows:

All those certain lots or parcels of land situated in Mt. Tirzah Township, Person County, North Carolina, and more particularly described as Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, and 50 as shown on plat of Mt. Tirzah Subdivision recorded in Plat Cabinet 3, Page 17, Person County Registry, to which plat reference is hereby made for a more particular description of same.

No property other than that described above shall be deemed subject to this Declaration until specifically made subject thereto.

ARTICLE II

The real property described in Article I hereof is subject to the protective covenants and restrictions hereby declared to establish a general scheme of development for said property in order to protect all future owners of said lots from potentially

undesirable habits and practices on the part of other future owners of said lots.

ARTICLE III

1. Each and every lot shall be used only for residential purposes, and only residences and structures incidental thereto, including garages, guesthouses, greenhouses, barns and storage buildings, shall be constructed upon the premises; no other buildings shall be constructed upon the premises.
2. All residences shall be single family dwelling units.
3. Any and all residential structures constructed on the lot shall be built on a permanent foundation with heated living areas of not less than 1,000 square feet. Any mobile home placed on the property shall be double-wide, on a permanent foundation, and have an exterior masonry foundations. No mobile homes more than two years old shall be permitted on said lots. No single-wide mobile homes shall be permitted.
4. No structure shall be located on any lot less than twenty (20) feet from any lot line nor less than fifty (50) feet from the centerline of any road.
5. All water supply systems and sewage disposal systems constructed and maintained on the lots shall be constructed and maintained in accordance with the rules and regulations of the Person County Health Department. No outside toilet facilities shall be permitted.
6. Declarant reserves to itself and its successors and assigns a five (5) foot easement for the installation and maintenance of utilities along the interior lot lines of each lot. Within these reserved areas of each lot, no structures, plantings, improvements, or materials shall be allowed to be erected, placed or remain which may, in any way, interfere with the installation and maintenance of utilities. The reserved easement areas shall be maintained by the owner of the lot, except for utility improvements which might be erected by a public utility company or other public authority.
7. Each lot owner shall be responsible for providing adequate off street parking for all automobiles and other vehicles of every kind or nature owned by the lot owner and vehicles owned by any member of his or her household, including, but not limited to, all automobiles, trucks, motorcycles, motor scooters, and bicycles. The parking of such vehicles shall not be permitted in the streets adjoining the lot.
8. Each lot owner shall be responsible for providing adequate garbage and refuse disposal outside of the subdivision.

9. No obnoxious or offensive trade or activity of any kind or nature shall be permitted to be carried out on any lot, nor shall a lot owner do anything thereon which may or shall become an annoyance or nuisance to the adjoining lot owners. Each lot owner shall, at all times, maintain the lot and any improvements constructed thereon in a neat and well kept manner.

10. No private or commercial livestock, swine or poultry shall be permitted.

11. No lot may be subdivided.

12. That when Declarant has sold seventy-five per cent (75%) of Lots 10 through 50, a homeowners association shall be formed pursuant to North Carolina General Statutes 47A-1, et seq. Immediately, said homeowners association shall be responsible for the maintenance, upkeep, and/or improvements of the roadways throughout Lots 10 through 50 which shall include, but not limited to, the roadways known as Tara Lane, Little Creek Road, Oak Knob Court, and Cedar Tree Court.

ARTICLE IV

These restrictions and protective covenants may be changed, amended, modified or cancelled as follows: Declarant, any lot owner, or the homeowners association, if formed, acting through its board of directors, may give written notice, by regular mail sent to the last known address of each owner according to the Declarant's or the association's records, of the time and place of a meeting at which the proposed change shall be considered, to each and every lot owner of record. If seventy-five per cent (75%) or more of the lot owners shall vote in favor of the change, modification, amendment, or cancellation, the same shall thereupon be considered as approved. For purposes of this provision, the Declarant shall be considered as a lot owner, and each lot owner shall be entitled to one vote for each lot owned (i.e., an owner owning three lots shall be entitled to three votes; four lots, four votes, etc.).

ARTICLE V

These restrictions shall affect and run with the land and shall exist and be binding upon all persons claiming under them until December 31, 2025, and shall be continued for successive periods of ten years thereafter unless amended or terminated under the procedure set forth in Article IV above. These restrictions and conditions are deemed to create reciprocal rights, duties, obligations, and benefits, and it shall be lawful for any person or persons owning a lot or lots, as well as for the Declarant or homeowners association, if formed, to prosecute for any proceeding in law or in equity against the person, firm, or corporation

violating or attempting to violate any such restriction or condition in order to prevent or restrain such violation. Purchasers or other owners claiming under them by future conveyance or transfer of title are deemed to have agreed to these restrictions and covenants as part of the consideration for their purchase by acceptance and recordation of any deed for any tract in said subdivision.

ARTICLE VI

The invalidation of any portion of these Restrictions and Covenants by judgment or Court order shall in no way affect any of the other provisions contained herein, and those other provisions shall be severable from the invalidated portion and shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed on the day and year above first written.

TIRZAH DEVELOPMENT,
A Joint Venture

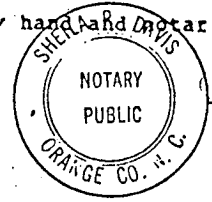
BY: Jeffrey S. Laming
Jeffrey S. Laming, General
Agent for Tirzah Development

NORTH CAROLINA
ORANGE COUNTY

I, Sheila R. Davis, a Notary Public for said County and State, do hereby certify that JEFFREY S. LAMING, Agent for TIRZAH DEVELOPMENT, a Joint Venture, personally appeared before me this day and acknowledged the due execution of the foregoing and attached Deed of Restrictions.

Witness my hand and Notarial seal, this the 12 day of ~~February~~ March, 1986.

My Comm. Expires: 2/1/87



Sheila R. Davis
Notary Public

NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of Sheila R. Davis, a Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office in Book 185, Page 860, this the 18 day of ~~February~~ March, 1986, at 9:15 o'clock A.M.

J. BEN KIRBY

J. Ben Kirby
Ben Kirby
Register of Deeds, and

PREPARED BY: Joe Weinberger, Jr.

NORTH CAROLINA
PERSON COUNTY

DEED OF RESTRICTIONS FOR
MT. TIRZAH SUBDIVISION

THIS DECLARATION, made this the 23rd day of May, 1986, by TIRZAH DEVELOPMENT, by JEFFREY S. LAMING, Agent for Tirzah Development, a Joint Venture, 110 North Churton Street, Hillsborough, North Carolina 27278, hereinafter called Declarant;

WITNESSETH:

THAT WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration and desires to subject said real property to the restrictions, provisions, and covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in instrument and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is, and shall be, held, transferred, sold, and conveyed subject to the protective covenants, restrictions and provisions set forth below.

ARTICLE I

The real property which is, and shall be, held, transferred, sold, and conveyed subject to the protective covenants, restrictions and provisions set forth in the various articles of this Declaration is located in Mt. Tirzah Township, Person County, North Carolina, and is more particularly described as follows:

All those certain lots or parcels of land situated in Mt. Tirzah Township, Person County, North Carolina, and more particularly described as Lots 1, 2, 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, and 50 as shown on plat of Mt. Tirzah Subdivision recorded in Plat Cabinet 3, Page 17, Person County Registry, to which plat reference is hereby made for a more particular description of same.

No property other than that described above shall be deemed subject to this Declaration until specifically made subject thereto.

ARTICLE II

The real property described in Article I hereof is subject to the protective covenants and restrictions hereby declared to establish a general scheme of development for said property in order to protect all future owners of said lots from potentially

PAGE TWO

undesirable habits and practices on the part of other future owners of said lots.

ARTICLE III

1. Each and every lot shall be used only for residential purposes, and only residences and structures incidental thereto, including garages, guesthouses, greenhouses, barns and storage buildings, shall be constructed upon the premises; no other buildings shall be constructed upon the premises.

2. All residences shall be single family dwellings excluding any single-wide or double-wide mobile homes.

ARTICLE IV

These restrictions and protective covenants may be changed, amended, modified or cancelled as follows: Declarant, any lot owner, or the homeowners association, if formed, acting through its board of directors, may give written notice, by regular mail sent to the last known address of each owner according to the Declarant's or the association's records, of the time and place of a meeting at which the proposed change shall be considered, to each and every lot owner of record. If seventy-five per cent (75%) or more of the lot owners shall vote in favor of the change, modification, amendment, or cancellation, the same shall thereupon be considered as approved. For purposes of this provision, the Declarant shall be considered as a lot owner, and each lot owner shall be entitled to one vote for each lot owned (i.e., an owner owning three lots shall be entitled to three votes; four lots, four votes, etc.).

ARTICLE V

These restrictions shall affect and run with the land and shall exist and be binding upon all persons claiming under them until December 31, 2025, and shall be continued for successive periods of ten years thereafter unless amended or terminated under the procedure set forth in Article IV above. These restrictions and conditions are deemed to create reciprocal rights, duties, obligations, and benefits, and it shall be lawful for any person or persons owning a lot or lots, as well as for the Declarant or homeowners association, if formed, to prosecute for any proceeding in law or in equity against the person, firm, or corporation violating or attempting to violate any such restriction or condition in order to prevent or restrain such violation. Purchasers or other owners claiming under them by future conveyance or transfer of title are deemed to have agreed to these restrictions and covenants as part of the consideration for their purchase by acceptance and recordation of any deed for any tract in said subdivision.

PAGE THREE

ARTICLE VI

The invalidation of any portion of these Restrictions and Covenants by judgment or Court order shall in no way affect any of the other provisions contained herein, and those other provisions shall be severable from the invalidated portion and shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed on the day and year above first written.

TIRZAH DEVELOPMENT,
A Joint Venture

BY: Jeffrey S. Laming
Jeffrey S. Laming, General
Agent for Tirzah Development

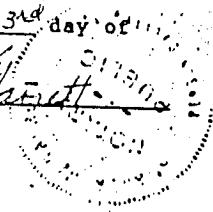
NORTH CAROLINA
ORANGE COUNTY

I, AMANDA W. GARRETT, a Notary Public for said County and State, do hereby certify that JEFFREY S. LAMING, Agent for TIRZAH DEVELOPMENT, a Joint Venture, personally appeared before me this day and acknowledged the due execution of the foregoing and attached Deed of Restrictions.

Witness my hand and notarial seal, this the 23rd day of May, 1986.

My Comm. Expires:
10-2-88

Amanda W. Garrett
Notary Public



NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of AMANDA W. GARRETT, a Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office in Book 186, Page 783, this the 23rd day of May, 1986, at 9:30 o'clock A.M.

J. Ben Kistip
Register of Deeds
Raymond P. Carr

PREPARED BY: Joe Weinberger, Jr.

187 677

NORTH CAROLINA
PERSON COUNTY

AMENDMENT TO
DEED OF RESTRICTIONS FOR
MT. TIRZAH SUBDIVISION
LOTS 1-9A

THIS AMENDMENT TO DEED OF RESTRICTIONS, made this the 25 day of July, 1986, by TIRZAH DEVELOPMENT, by JEFFREY S. LAMING, Agent for Tirzah Development, a Joint Venture, 110 North Churton Street, Hillsborough, North Carolina 27278, hereinafter called Declarant;

WITNESSETH:

THAT WHEREAS, Deed of Restrictions for Mt. Tirzah Subdivision Lots 1-9A have previously been recorded in Deed Book 184, Page 57 of the Person County Registry,

AND WHEREAS, the Declarant wishes to amend said Deed of Restrictions by removing paragraph 4 under ARTICLE III and inserting in lieu thereof the following:

"4. No structure shall be located on any lot less than twenty (20) feet from any lot line nor less than eighty (80) feet from the centerline of any road."

AND WHEREAS, the Declarant hereby asserts all other conditions of said Deed of Restrictions are to remain in full force and effect, manner and form, as previously recorded in the Office of the Register of Deeds of Person County in Deed Book 184, Page 57.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed on the day and year above first written.

TIRZAH DEVELOPMENT,
A Joint Venture

BY: Jeffrey S. Laming
Jeffrey S. Laming, General
Agent for Tirzah Development

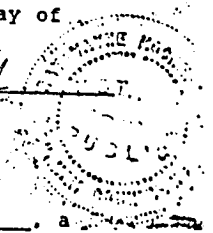
NORTH CAROLINA
COUNTY OF DURHAM

I, Ray Wayne Moorefield, a Notary Public for said County and State do hereby certify that JEFFREY S. LAMING, Agent for TIRZAH DEVELOPMENT, a Joint Venture, personally appeared before me this day and acknowledged the due execution of the foregoing and attached Amendment to Deed of Restrictions Lots 1-9A.

Witness my hand and official seal, this the 25th day of July, 1986.

My Comm. Expires:
JUNE 21, 1987

Ray Wayne Moorefield
Notary Public



NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of Ray Wayne Moorefield, a Notary Public of the governmental unit designated is certified to be correct. This instrument was presentewd for registration and recorded in this office in Book 187, Page 677, this the 28 day of July, 1986 at 9:00 o'clock A.M.

J. BEN KIRBY

J. Ben Kirby
Register of Deeds

**MT. TIRZAH SUBDIVISION:
PRIVATE ROADS MAINTENANCE AGREEMENT
FOR TARA LANE, LITTLE CREEK ROAD, CEDAR TREE COURT
and OAK KNOB COURT**

THIS DECLARATION of Maintenance Agreement of Tara Lane, Little Creek Road, Cedar Tree Court and Oak Knob Court, made this 29th day of AUGUST, 1988, by JEFFREY S. LAMING, General Agent for Mt. Tirzah Subdivision, hereinafter called Declarant:

WITNESSETH:

WHEREAS, Declarant owns in fee simple the real property described in ARTICLE 1 below, known as Lots 10-50 inclusive of MT. TIRZAH SUBDIVISION as shown on the Plat recorded in Plat Book 3, Page 17, of the Person County Registry; and

WHEREAS, the said property will have access to North Carolina Secondary Road 1717 via the private roads shown on said plat as Tara Lane, Little Creek Road, Cedar Tree Court and Oak Knob Court; and

WHEREAS, Declarants by this Maintenance Agreement wish to bind themselves, their successors and assigns, to provide for maintenance of said private road until such time, if ever, as the said road may be accepted by the State of North Carolina for maintenance;

WHEREAS, this maintenance agreement is supplemental to Deed of Restrictions for Mt. Tirzah Subdivision, Lots 10-50, recorded at Book 185, Page 860, Person County Registry;

NOW, THEREFORE, Declarants agree for themselves and with any and all persons, firms or corporations hereafter acquiring any of the property described in ARTICLE 1 below, that the same shall be subject to the following restrictions, conditions, and covenants relating to the use and occupancy thereof, which restrictions, conditions, and covenants shall run with the said property and inure to the benefit of and be binding upon the heirs, successors, and assigns of Declarants and other acquiring parties and persons.

ARTICLE 1. The real property which is, and shall be, held, transferred, sold, and conveyed subject to the protective and restrictive conditions and covenants set forth in the various articles of this declaration is located in Mt. Tirzah Township, Person County, North Carolina, and is more particularly described as follows:

Consisting of Lots 10-50 inclusive and Tara Lane, Little Creek Road, Cedar Tree Court and Oak Knob Court on the plat en-

titled "Mt. Tirzah Subdivision", dated September, 1985, prepared by Ernest B. Wood, Jr. and recorded in Plat Book 3, at Page 17, of the Person County Registry.

ARTICLE 2. Declarants hereby grant unto themselves and the future record owners of the aforesaid Lots 10-50 inclusive an easement for perpetual ingress, egress, and regress along the said private road and an easement for the purposes of installation and maintenance of utilities across said Lots 10-50 inclusive and along the said road and as said road may be extended into Declarants property inclusive.

ARTICLE 3. All owners of Lots 10-50 inclusive shall be required to contribute to the maintenance expense of Tara Lane, Little Creek Road, Cedar Tree Court, and Oak Knob Court. All references to said roads herein include the entire length of the roads as shown on said plat.

ARTICLE 4. Said roads shall be maintained to minimum standards, if any, as prescribed by Person County now and as the same may be revised from time to time. Any owner of lots in the present or any future subdivision served by said roads shall have the right to enforce maintenance standards by sending by registered or certified mail, return receipt requested, written notice of all proposed maintenance and of the time and place of a meeting of the said record lot owners (said meeting to take place no less than 10 days following the mailing of such notice) to all such record lot owners at their last known addresses.

At the lot owner's meeting all maintenance shall be approved by a majority of the votes cast. Each lot owner shall have one vote for each lot owned and three votes for each occupied dwelling unit.

Each record lot owner of any of the aforesaid property using said road shall bear on a pro-rata basis the reasonable cost of maintaining said private roads, this being each lot owner's pro-rata share for grading costs, gravel, or rock hauled in to fill ruts, holes, and washed out sections and necessary replacement of or additional drainage culverts, and any other reasonably necessary repair or maintenance.

Each lot owner's pro-rata share of the maintenance costs of said private roads shall be computed by a point system whereby one point is assigned per each lot owned, and three points for each dwelling unit; each lot owner's share shall be in the proportion of his total points to the total points of the aforesaid property. Each lot owner's pro-rata share of the maintenance costs of the said private roads shall be due and owing to whichever other lot owner initiated the maintenance enforcement within 10 days of the lot owner's meeting. If not paid by that time, said costs may be reduced to a judgment and shall become a

lien on the land of the defaulting record lot owner.

ARTICLE 5. The private roads described herein may be dedicated to the public at the election of the owners. The owners and their successors in title and interest to any of the property described herein will remain responsible for said roads' maintenance as herein provided until such time, if ever, as the road dedicated is maintained by the North Carolina Department of Transportation or other governmental body.

ARTICLE 6. This Agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors, and assigns of each record owner of the aforesaid property.

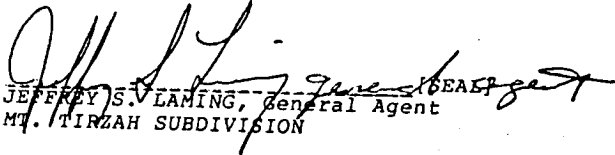
ARTICLE 7. This Agreement shall remain in full force and effect as to said roads or any portion thereof until such time as said roads or any portion thereof are taken over, if ever, by the North Carolina Department of Transportation for maintenance purposes, and any portion of said roads not so taken over by the North Carolina Department of Transportation shall remain subject to this Agreement.

ARTICLE 8. Construction of Tara Lane to date has been by tar and gravel to a width of 18 feet and has been completed by developer.

ARTICLE 9. Maintenance of said roads shall be by developers until January 1, 1989 or until a homeowners association is formed, whichever is earlier.

ARTICLE 10. None of said roads have been constructed to minimum standards sufficient to allow any or all of thier inclusion in the state highway system for maintenance in the future, or of standards at this date.

IN WITNESS THEREOF, Declarants have caused this instrument to be signed on the day and year first above written, subject to the maintenance obligation as hereinabove set out.


 JEFFREY S. LAMING, General Agent
 MT. TIRZAH SUBDIVISION

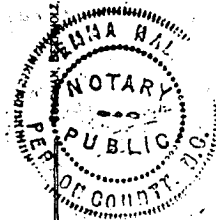
NORTH CAROLINA
ORANGE COUNTY

I, a Notary Public in and for said County and State, do hereby certify that JEFFREY S. LAMING, General Agent, personally appeared before me this day and acknowledged the due execution of the foregoing Maintenance Agreement, for the intents and purposes therein expressed.

WITNESS MY HAND AND NOTARIAL seal, this 29th day of August, 1988.

Emma Hall
NOTARY PUBLIC

My Commission Expires:
11-6-88



NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of Emma Hall, a Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 199, Page 483. This 2 day of September, 1988 at 3:25 o'clock P M.

J. Ben Kirby
J. Ben Kirby
Register of Deeds