

PREPARED BY: GEORGE W. JACKSON
ATTORNEY AT LAW

FILED
PERSON COUNTY NC
05/28/97 3:06 PM
AMANDA W. GARRETT
Register Of Deeds

NORTH CAROLINA
PERSON COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS FOR RIVERPLACE

THIS AMENDMENT, made and entered into this 12th day of May, 1997, by and between Riverplace Partners, a North Carolina General Partnership, Gregory T. Lowen, Dwight Watkins and wife, Kay H. Watkins, Annie Laurie B. Compton and husband, Lewis T. Compton, Rudy York Riggs, James Phillips, Frances R. Brogden, Gary L. Blackson, Paul E. Nevaux, Rudy Roberts, Beverly P. Barth, Everette Willman and wife, Mary Willman, Catherine E. Rhew, James D. High and wife, Connie High, Kaiseem Bey, Gwendolyn M. Kee, and Richard A. Campbell and wife, Carol H. Campbell, and Nancy Resenblatt, hereinafter referred to as parties of the first part, and their successors in title to any portion of the lands hereinafter described, parties of the second part;

WITNESSETH:

THAT WHEREAS, said parties of the first part are the fee simple owners of certain real estate lying and being in Flat River Township, Person County, North Carolina and being all of what is shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, and Lots A, B, C, D, E, F, G, H, I, J, K, L, and M on plat of survey entitled "FINAL PLAT, RIVERPLACE", surveyed by Steve F. Yuhasz, L-2793, dated August 17, 1987, and recorded in Plat Cabinet 4, Page 670, Person County Registry, which plat is incorporated by reference.

AND WHEREAS, certain restrictions as to the nature, use, development and enjoyment of the lots in Riverplace Subdivision as above described have been heretofore recorded in Deed Book 209, Page 753 and Deed Book 210, Page 794, Person County Registry; and whereas, the parties of the first part are all of the present owners of the lots in the subdivision which have been made expressly subject to said restrictive covenants;

AND WHEREAS, that roadway designated on the above referenced plat of survey as Riverbend Road (also known as Zack Road) extends from S. R. 1181 (Terry Road) in a Westerly direction along the common boundary of Lots 1 and 2 and proceeds along boundaries of Lots A, B, C and D in Riverplace Subdivision; and whereas, Article II, Subparagraph 3 in said Restrictive Covenants specifies that any structure built upon any of the lots in said subdivision must be set back at least 125 feet from the centerline of the right of way of any of the roads shown on plat of survey entitled "RIVERPLACE", and above referenced; and whereas, the size and terrain of Lots 1 and 2 on said plat of survey is such that the 125 foot set back requirement makes it impractical to construct a dwelling on either of said lots;

AND WHEREAS, the parties of the first part are desirous that the applicable restrictions of record as aforesaid be amended by way of addition, for the benefit of their own property and that of future purchasers of any portion of the aforesaid real property or any lots located within said subdivision;

NOW THEREFORE, in order to effectuate such purpose and in order that said property might afford the maximum beneficial use to the owner of any part thereof for residential purposes, the parties of the first part hereby covenant among themselves and with any future owner of any part of the said property hereinabove described that the entirety of the terms and conditions of the aforementioned restrictive covenants are hereby reaffirmed in their respective entirety and the said Article II, Subparagraph 3 of those Restrictive Covenants of record in Deed Book 209, Page 753 and Deed

Book 210, Page 794, Person County Registry are hereby modified by the addition of the following clause at the end of Article II, Subparagraph 3:

"Lot No. 1 and Lot No. 2 on plat of survey entitled "FINAL PLAT, RIVERPLACE", surveyed by Steve F. Yuhasz, L-2793, dated August 17, 1987 and recorded in Plat Cabinet 4, Page 670, shall be expressly exempted from the requirement that any structure built on said lots must be set back at least 125 feet from the centerline of the right of way of any of the roads shown on said plat of survey; however, any structure built on Lot No. 1 or Lot No. 2 as described on said plat of survey must be set back at lease 60 feet from the centerline of the right of way of any of the roads shown on said plat of survey."

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

RIVERPLACE PARTNERS

BY: Susan Ketrans (Fakenham) (SEAL)
General Partner

Gregory T. Lowen (SEAL) Dwight Watkins (SEAL)

Kay H. Watkins (SEAL) Annie Laurie B. Compton (SEAL)

Lewis T. Compton (SEAL) Rudy York Riggs (SEAL)

James Phillips (SEAL) Frances R. Brogden (SEAL)

Gary L. Blackson (SEAL) Paul E. Neveux (SEAL)

Rudy Roberts (SEAL) Beverly P. Barth (SEAL)

Everette Willman (SEAL) Mary Willman (SEAL)

Catherine E. Rhew (SEAL) James D. High (SEAL)

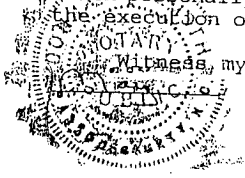
Connie High (SEAL) Kallem Bey (SEAL)

Gwendolyn M. Kee (SEAL) Richard A. Campbell (SEAL)

Carol H. Campbell (SEAL) Nanny Rosenkahn

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, Donna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Gregory T. Lowe personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.



Witness my hand and notarial seal, this the 20th day of July, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, Donna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Dwight Watkins and wife, Kay H. Watkins, personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.



Witness my hand and notarial seal, this the 18th day of July, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, Donna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Annie Laurie B. Compton and husband, Lewis T. Compton, personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.



Witness my hand and notarial seal, this the 21st day of July, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Person

I, Donna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Rudy York Riggs personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.



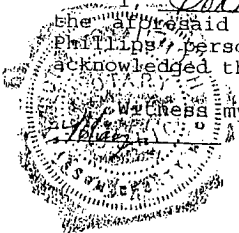
Witness my hand and notarial seal, this the 17 day of July, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Person

I, Danna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that James Phillips personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.



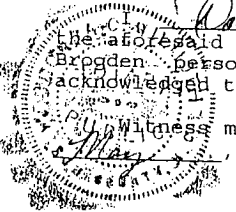
Witness my hand and notarial seal, this the 16 day of July, 1997.

Danna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Fusion

I, Danna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Frances R. Brogden personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.



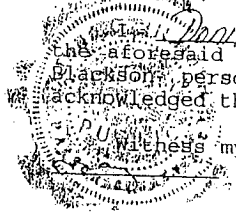
Witness my hand and notarial seal, this the 17 day of May, 1997.

Danna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Person

I, Danna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Gary L. Jackson personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.



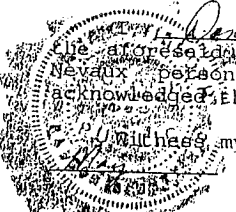
Witness my hand and notarial seal, this the 20th day of July, 1997.

Danna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Person

I, Danna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Paul E. Nevada personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

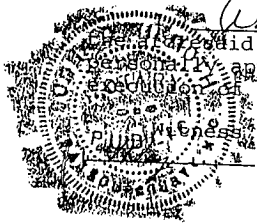


Witness my hand and notarial seal, this the 17 day of July, 1997.

Danna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Forsyth



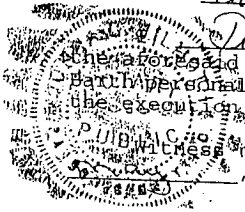
Donna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Rudy Roberts personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 17 day of July, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Chatham



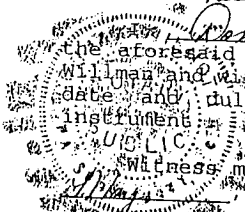
Donna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Beverly P. [unclear] personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 18th day of July, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Forsyth



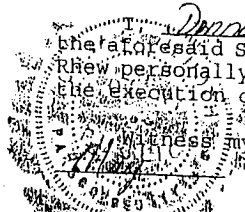
Donna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Everette Willman and wife, Mary Willman, personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 17 day of July, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Forsyth



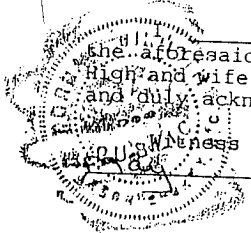
Donna C. Wilmoth, a Notary Public of the aforesaid State and County, do hereby certify that Catherine E. Rhee personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 17 day of July, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Durham



Donna C. Wilmoth

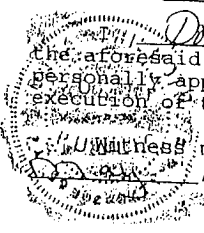
the aforesaid State and County, do hereby certify that James D. High and wife, Connie High, personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 22 day of _____, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Durham



Donna C. Wilmoth

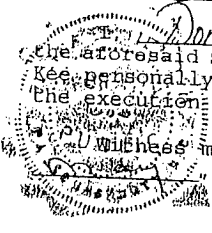
the aforesaid State and County, do hereby certify that Kaisem Bey personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 17th day of _____, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Durham



Donna C. Wilmoth

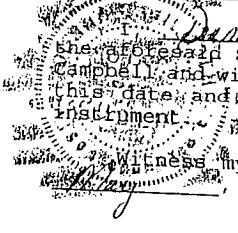
the aforesaid State and County, do hereby certify that Gwendolyn M. Kee personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 17th day of _____, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

STATE OF NORTH CAROLINA
COUNTY OF Forsyth



Dana C. Wilmoth

the aforesaid State and County, do hereby certify that Richard A. Campbell and wife, Carol H. Campbell, and Nancy Rosenbhan personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 17 day of _____, 1997.

Donna C. Wilmoth
Notary Public

My Commission Expires: July 4, 2000

NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of Donna C. Wilmoth (16)
(Notary Public in Person County, NC)

Public of the governmental units designated, are acknowledged to be correct. Let this instrument and this certificate be recorded on this the 28th day of MAY, 1997, at 3:06 o'clock P. m., in Book 266, Page 629, Person County Registry.

Amanda W. Garrett
Register of Deeds
Amanda W. Garrett

14503_1

210 794

Prepared by and return to: C. D. Hogue, III, 110 West Margaret Lane,
Hillsborough, North Carolina 27278. CDOC RP-RC 8/20/90 U1

NORTH CAROLINA

COVENANTS FOR RIVERPLACE

PERSON COUNTY

THIS DECLARATION, made this 24 day of September, 1990, by RIVERPLACE PARTNERS, a North Carolina General Partnership, RUDY YORK RIGGS (single), STEVEN C. CARROLL et ux, BARBARA A. CARROLL, hereinafter called Declarant, with an address of P. O. Box 241, Hillsborough, North Carolina 27278;

W I T N E S S E T H:

WHEREAS, Declarant owns in fee simple the real property and its appurtenances described in ARTICLE 1 below, known as RIVERPLACE; and

WHEREAS, Declarant desires for itself, its successors and assigns, and all future owners of any part or parcel of the aforesaid property in RIVERPLACE to insure a uniform development of the aforesaid RIVERPLACE.

THEREFORE, Declarant agrees that it and all persons, firms, or corporations, and the heirs, successors, and assigns thereof, owning any portion of RIVERPLACE shall be subject to the following restrictions, conditions, and covenants relating to the ownership, use, and occupancy of their portion of RIVERPLACE:

ARTICLE 1. The property subject to this agreement is Lot 1 consisting of 3.00 acres, Lot 2 consisting of 3.00 acres, Lot 3 consisting of 4.50 acres with a house, Lot 4 consisting of 3.45 acres, Lot 5 consisting of 1.42 acres, Lot 6 consisting of 1.44 acres, Lot 7 consisting of 1.52 acres, Lot 8 consisting of 1.33 acres, Lot 9 consisting of 4.36 acres, Lot 10 consisting of 4.36 acres, Lot A consisting of 10.01 acres, Lot B consisting of 10.01 acres, Lot C consisting of 10.01 acres, Lot D consisting of 10.01 acres, Lot E consisting of 10.01 acres, Lot F consisting of 10.01 acres, Lot G consisting of 10.01 acres, Lot H consisting of 10.01 acres, Lot I consisting of 10.01 acres, Lot J consisting of 10.01 acres, Lot K consisting of 10.01 acres, Lot L consisting of 10.01 acres, and Lot M consisting of 10.01 acres as shown on the plat entitled "FINAL PLAT, RIVERPLACE" in Flat River Township, Person County, North Carolina, dated August 17, 1987, and drawn by Steve F. Yuhasz, (L-2793) and recorded in Plat Cabinet 4, page 640, Person County Registry.

ARTICLE 2. The following restrictions shall apply to the ARTICLE 1 property:

1. That no mobile homes, trailers, or pre-manufactured homes may be built on any of the ARTICLE 1 property. It is the intention of this paragraph to require that any houses built on the ARTICLE 1 property shall be built on site. It is not intended that this restriction will operate to prevent the temporary use of mobile homes, trailers, or pre-manufactured units as construction offices, but it is intended that such structures shall not be used for permanent residences.

2. That all houses built on the ARTICLE 1 property must have a minimum floor space for residential living, excluding carports, garages, and porches, of 1,250 square feet. In order to insure an attractive entrance, the plans for any house to be built on any portion of RIVERPLACE which abuts on Terry Road (North Carolina Secondary Road No. 1181) must be approved by a majority of the Declarants.

3. That any structures built on the ARTICLE 1 property must be set back at least 125 feet from the center line of the right-of-way of any of the roads shown on the plat entitled "RIVERPLACE" and recorded in Plat Cabinet 4, page 640, Person County Registry, and must be set back at least 50 feet from any lot line shown (and any other lot line resulting from subdivision of any lot or any other lot lines that may result from the recombination of the existing lots, in which case the old lot lines shall not be considered) of the ARTICLE 1 property. With the exception of the cutting of trees as is reasonably necessary for driveways, septic systems, and public utilities no healthy trees located on any lots (any new lot resulting from subdivision of any lot) of the ARTICLE 1 property may be cleared within 50 feet of any lot line (and any

other lot line resulting from subdivision or any other lot lines that may result from the recombination of the existing lots, in which case the old lot lines shall not be considered) or right-of-way as shown on the aforesaid plat of RIVERPLACE.

4. These restrictions shall remain in effect for forty years. If prior to the end of the forty year period a continuation of these restrictions is recorded in Person County Registry and signed by the then owners of three-quarters of the lots located in the ARTICLE 1 property the said restrictions may be continued for another forty years.

5. Lots in the ARTICLE 1 property shall not be divided or subdivided except as is allowed in this paragraph. A lot may be subdivided in order that portions of the lot may be sold to adjoining property owners so as to become part of the adjoining property owners property. Any resulting property thus combined shall be considered as one lot for the purposes of these covenants and the covenants for the maintenance of any of the roads thereon. That portion of the property remaining in the original owner and not sold to become a part of an adjoining lot shall be considered as one lot for the purposes of these covenants and the covenants for the maintenance of any of the roads thereon.

6. Lots in the ARTICLE 1 property may be used for residential use only. No more than one residential building and one guest house shall be erected, placed, or permitted on any lot. Such outbuildings as are usually accessory to such residential use may be erected, placed, or permitted on each lot. In lieu of a guest house, one guest apartment may be built into a garage, barn, or other outbuilding as is usually accessory to the main residence. Owners of lots in the ARTICLE 1 property may elect to build guest accommodations (which shall not be subject to Paragraph 2 above) prior to the erection of a main residence, provided that, within 24 months of having occupied the guest accommodations, a main residence is constructed.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, except as is stated in paragraph 6 above, shall be used at any time as a temporary residence,

8. With the exception of swine, domestic animals may be kept on the ARTICLE 1 property under reasonable regulations of control and sanitation, provided they do not become a nuisance to other owners in the development. In no case shall said animals be allowed to roam beyond the owners boundaries.

9. Garbage containers will be concealed from public view except on collection days and all automobiles and other motor vehicles must be currently licensed and inspected if they are visible from adjacent property.

ARTICLE 3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE 4. It is further stipulated and agreed that the owners of the ARTICLE 1 property, and their heirs, successors, or assigns, may enforce the above agreements by injunction and that this shall not be in exclusion of, but in addition to, all other remedies available in law or equity.

ARTICLE 5. For the purposes of these restrictions the singular shall include the plural, the masculine shall include the feminine and the neuter, and vice-versa, as the meaning may require.

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

Barbara A. Carroll (SEAL) RIVERPLACE PARTNERS, a North Carolina
BARBARA A. CARROLL General Partnership

Steven J. Carroll (SEAL) BY: Jose Vetrano (SEAL)
STEVEN J. CARROLL

Rudy York Riggs (SEAL)
RUDY YORK RIGGS

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

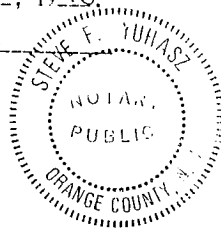
I, Steve Yuhasz, a Notary Public in and for said County and State, do hereby certify that Lisa Vetrano, general partner of RIVERPLACE PARTNERS, a North Carolina general partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the intents and purposes therein expressed.

WITNESS my hand and notarial seal, this 12th day of Sept., 1990.

My commission expires:

11-26-94

Steve F. Yuhasz
NOTARY PUBLIC



STATE OF NORTH CAROLINA

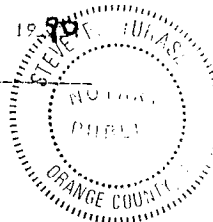
COUNTY OF ORANGE

I, Steve F. Yuhasz, a Notary Public in and for said County and State, do hereby certify that RUDY YORK RIGGS (single), personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the intents and purposes therein expressed.

WITNESS my hand and notarial seal, this 12th day of SEPT., 1990.

My commission expires: 11/26/94

Steve F. Yuhasz
NOTARY PUBLIC



STATE OF NORTH CAROLINA

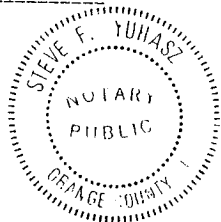
COUNTY OF ORANGE

I, Steve F. Yuhasz, a Notary Public in and for said County and State, do hereby certify that STEVEN C. CARROLL et ux, BARBARA A. CARROLL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the intents and purposes therein expressed.

WITNESS my hand and notarial seal, this 11th day of OCTOBER, 1990.

My commission expires: 11/26/94

Steve F. Yuhasz
NOTARY PUBLIC



NORTH CAROLINA
PERSON COUNTY

The foregoing certificates of (3) Steve F. Yuhasz Notaries Public of the governmental units designated are certified to be correct. This instrument was presented for registration and recorded in this office at Book 210, Page 794. This 17 day of OCTOBER, 1990 at 1:10 o'clock P M.

J. Ben Kirby
Ann Blumhild
J. Ben Kirby
Register of Deeds

Prepared by and return to: C. D. Hogue, III, 110 West Margaret Lane,
Hillsborough, North Carolina 27278. CDCC RP-RC 8/20/90 U1

NORTH CAROLINA

PERSON COUNTY

COVENANTS FOR RIVERPLACE

THIS DECLARATION, made this 20th day of August, 1990, by RIVERPLACE PARTNERS, a North Carolina General Partnership, hereinafter called Declarant, with an address of P. O. Box 241, Hillsborough, North Carolina 27278;

WITNESSETH:

WHEREAS, Declarant owns in fee simple the real property and its appurtenances described in ARTICLE 1 below, known as RIVERPLACE; and

WHEREAS, Declarant desires for itself, its successors and assigns, and all future owners of any part or parcel of the aforesaid RIVERPLACE to insure a uniform development of the aforesaid RIVERPLACE.

THEREFORE, Declarant agrees that it and all persons, firms, or corporations, and the heirs, successors, and assigns thereof, owning any portion of RIVERPLACE shall be subject to the following restrictions, conditions, and covenants relating to the ownership, use, and occupancy of their portion of RIVERPLACE:

ARTICLE 1. The property subject to this agreement is Lot 1 consisting of 3.00 acres, Lot 2 consisting of 3.00 acres, Lot 4 consisting of 3.45 acres, Lot 5 consisting of 1.42 acres, Lot 6 consisting of 1.44 acres, Lot 7 consisting of 1.52 acres, Lot 8 consisting of 1.33 acres, Lot 9 consisting of 4.36 acres, Lot 10 consisting of 4.36 acres, Lot A consisting of 10.01 acres, Lot B consisting of 10.01 acres, Lot C consisting of 10.01 acres, Lot D consisting of 10.01 acres, Lot E consisting of 10.01 acres, Lot F consisting of 10.01 acres, Lot G consisting of 10.01 acres, Lot H consisting of 10.01 acres, Lot I consisting of 10.01 acres, Lot J consisting of 10.01 acres, Lot K consisting of 10.01 acres, Lot L consisting of 10.01 acres, and Lot M consisting of 10.01 acres as shown on the plat entitled "FINAL PLAT, RIVERPLACE" in Flat River Township, Person County, North Carolina, dated August 17, 1987, and drawn by Steve F. Yuhasz, (L-2793) and recorded in Plat Cabinet 4, page 640, Person County Registry.

ARTICLE 2. The following restrictions shall apply to the ARTICLE 1 property:

1. That no mobile homes, trailers, or pre-manufactured homes may be built on any of the ARTICLE 1 property. It is the intention of this paragraph to require that any houses built on the ARTICLE 1 property shall be built on site. It is not intended that this restriction will operate to prevent the temporary use of mobile homes, trailers, or pre-manufactured units as construction offices, but it is intended that such structures shall not be used for permanent residences.

2. That all houses built on the ARTICLE 1 property must have a minimum floor space for residential living, excluding carports, garages, and porches, of 1,250 square feet. In order to insure an attractive entrance, the plans for any house to be built on any portion of RIVERPLACE which abuts on Terry Road (North Carolina Secondary Road No. 1181) must be approved by a majority of the Declarants.

3. That any structures built on the ARTICLE 1 property must be set back at least 125 feet from the center line of the right-of-way of any of the roads shown on the plat entitled "RIVERPLACE" and recorded in Plat Cabinet 4, page 640, Person County Registry, and must be set back at least 50 feet from any lot line shown (and any other lot line resulting from subdivision of any lot or any other lot lines that may result from the recombination of the existing lots, in which case the old lot lines shall not be considered) of the ARTICLE 1 property. With the exception of the cutting of trees as is reasonably necessary for driveways, septic systems, and public utilities no healthy trees located on any lots (any any new lot resulting from subdivision of any lot) of the ARTICLE 1 property may be cleared within 50 feet of any lot line (and any other lot line resulting from subdivision or any other lot lines that may

result from the recombination of the existing lots, in which case the old lot lines shall not be considered) or right-of-way as shown on the aforesaid plat of RIVERPLACE.

4. These restrictions shall remain in effect for forty years. If prior to the end of the forty year period a continuation of these restrictions is recorded in Person County Registry and signed by the then owners of three-quarters of the lots located in the ARTICLE 1 property the said restrictions may be continued for another forty years.

5. Lots in the ARTICLE 1 property shall not be divided or subdivided except as is allowed in this paragraph. A lot may be subdivided in order that portions of the lot may be sold to adjoining property owners so as to become part of the adjoining property owners property. Any resulting property thus combined shall be considered as one lot for the purposes of these covenants and the covenants for the maintenance of any of the roads thereon. That portion of the property remaining in the original owner and not sold to become a part of an adjoining lot shall be considered as one lot for the purposes of these covenants and the covenants for the maintenance of any of the roads thereon.

6. Lots in the ARTICLE 1 property may be used for residential use only. No more than one residential building and one guest house shall be erected, placed, or permitted on any lot. Such outbuildings as are usually accessory to such residential use may be erected, placed, or permitted on each lot. In lieu of a guest house, one guest apartment may be built into a garage, barn, or other outbuilding as is usually accessory to the main residence. Owners of lots in the ARTICLE 1 property may elect to build guest accommodations (which shall not be subject to Paragraph 2 above) prior to the erection of a main residence, provided that, within 24 months of having occupied the guest accommodations, a main residence is constructed.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, except as is stated in paragraph 6 above, shall be used at any time as a temporary residence.

8. With the exception of swine, domestic animals may be kept on the ARTICLE 1 property under reasonable regulations of control and sanitation, provided they do not become a nuisance to other owners in the development. In no case shall said animals be allowed to roam beyond the owners boundaries.

9. Garbage containers will be concealed from public view except on collection days and all automobiles and other motor vehicles must be currently licensed and inspected if they are visible from adjacent property.

ARTICLE 3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE 4. It is further stipulated and agreed that the owners of the ARTICLE 1 property, and their heirs, successors, or assigns, may enforce the above agreements by injunction and that this shall not be in exclusion of, but in addition to, all other remedies available in law or equity.

ARTICLE 5. For the purposes of these restrictions the singular shall include the plural, the masculine shall include the feminine and the neuter, and vice-versa, as the meaning may require.

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

RIVERPLACE PARTNERS, a North Carolina
General Partnership

BY: Lisa Petano (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Orange
C.D. Hogue III

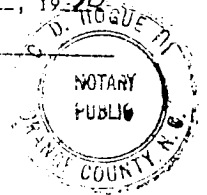
I, C.D. Hogue III, a Notary Public in and for said County and State, do hereby certify that Lisa Vetrano, general partner of RIVERPLACE PARTNERS, a North Carolina general partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the intents and purposes therein expressed.

WITNESS my hand and notarial seal, this 20 day of August, 1990

My commission expires:

8/23/93

C.D. Hogue III
NOTARY PUBLIC



NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of C.D. Hogue III (Orange County), 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 209, Page 753. This 21 day of August, 1990 at 9:40 o'clock A. M.

J. Ben Kirby J. Ben Kirby
Reg. George P. Wilson Register of Deeds
asst