

NORTH CAROLINA  
PERSON COUNTY

RESTRICTIVE COVENANTS

RIVERBEND

This Declaration and Agreement, made and entered into this the 19<sup>th</sup> day of October, 1988, by and between JAMES M. BRIDGER, R. MICHAEL CARDEN and wife, SHEILA C. CARDEN, the developers, and BRIDGER FARMS OF THE PIEDMONT, INC., parties of the first part, and ALL SUCCESSORS IN TITLE and their respective heirs and assigns of lots included within the lands hereinafter described, parties of the second part;

W I T N E S S E T H :

WHEREAS, the parties of the first part intend to convey the lots hereinafter referred to by deeds referring to restrictive covenants contained in this Declaration and Agreement, and to subject the lands hereinafter referred to to such restrictive covenants for the benefit of each of the present or future owners of the aforesaid lands;

NOW, THEREFORE, the parties of the first part agree that all lots comprising the lands hereinafter referred to shall be sold subject to the restrictive covenants hereinafter set out, and all grantees of the said lots, for themselves, their heirs, successors, and assigns, by the purchase of said lots agree to be bound by the covenants herein contained.

The purchaser or owner of any lot in the lands hereinafter described, for himself, herself, or itself, and for his, her or its successors, in interest, agrees to the following restrictive covenants:

ARTICLE I

The lands to which these covenants shall apply are described as follows:

Being those certain parcels of land lying in Flat River Township, Person County, North Carolina, and being all of what are shown and designated as LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, inclusive, on that plat of survey made by Neal C. Hamlett, surveyor, dated August, 1985, entitled "RIVERBEND" and recorded in Plat Cabinet 2, at Page 175, Person County Registry; said plat being hereby specifically incorporated by reference.

ARTICLE II

The real property described in Article I hereof is subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot hereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures, built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location thereof on lots, to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby enhance the values of investments made by purchasers of lots therein.

*James E. Bridger*

ARTICLE III

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, permanent, stick-built or double-wide modular or double-wide manufactured single-family dwelling not to exceed three stories in height (exclusive of basement) and a private garage for not more than three vehicles. Specifically prohibited within the subdivision are mobile homes, trailers, and double wide mobile units.

ARTICLE IV

No building shall be erected, placed or altered on any premises in said development until the building plans, specifications, and plot showing the location of such building have been approved in writing as to conformity and harmony of external designs with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by the developers. In the event said developers fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

ARTICLE V

No building shall be located on any lot within setback areas as follows: 50 feet from the right-of-way of any common-use roadway; 20 feet of any sideline and 50 feet of the back line, unless a modification of such setback requirements is allowed by written decision of the developers.

ARTICLE VI

No residential structure which has a heated living area of less than 1,000 square feet, exclusive of porches, breezeways, steps, garages and basements shall be allowed or placed or permitted to remain on any lot.

ARTICLE VII

No lot shall be subdivided without the express written consent of the developers.

ARTICLE VIII

No noxious or offensive trade or activity shall be carried on upon any lot, nor anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored upon the premises and no business trucks or tractors may be stored or regularly parked on the premises, except in enclosed garages. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. No swimming pool or other excavation which may reasonably be expected to contain accumulations of water may be constructed upon any lot without the written consent of the developers.

*James E. Budger*

ARTICLE IX

No trailer, tent, shack, or single-wide mobile home shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently, but nothing herein contained shall prohibit the housing of domestic servants of the owner in facilities appurtenant to such detached garage.

ARTICLE X

No animals or poultry of any kind other than house pets and horses shall be kept or maintained on any part of said property for private or commercial purposes.

ARTICLE XI

All fences, enclosures or walls must be approved by the developers as to type, design and location.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner. No unlicensed vehicle shall be stored or allowed to remain on any lot for more than 30 days. No trucks with hauling capacity exceeding one ton shall be allowed to be stored or parked on any lot at any time.

ARTICLE XIII

The developers hereby reserve the right and easement to place and install upon any lot within 25 feet of the center line of any access road any utility lines for providing utilities to the subject lots.

ARTICLE XIV

These covenants are to run with the lands and shall be binding on all persons claiming under them until January 1, 2007, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots covered by these covenants, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him, or them from so doing, or to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

*James E. Bridger*

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

James M. Bridger (SEAL) R. Michael Carden (SEAL)  
James M. Bridger R. Michael Carden

Sheila C. Carden (SEAL) BRIDGER FARMS OF PIEDMONT, INC.  
Sheila C. Carden

BY: James E. Bridger  
President



ATTEST:

Nikki Lynn Bridger  
Secretary

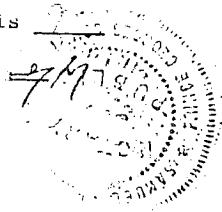
MARYLAND  
PG COUNTY

I, Samuel Charney Sr., a Notary Public of the county and state aforesaid, hereby certify that James M. Bridger personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this December day of December, 1988.

My Comm. Expires: July 1, 1990

Samuel A. Charney Sr.  
Notary Public



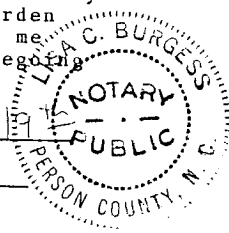
NORTH CAROLINA  
PERSON COUNTY

I, Lisa C. Burgess, a Notary Public of the county and state aforesaid, hereby certify that R. Michael Carden and wife, Sheila C. Carden, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this October day of October, 1988.

My Comm. Expires: 3/19/91

Lisa C. Burgess  
Notary Public



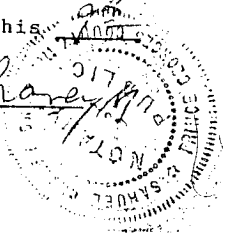
MARYLAND  
PG COUNTY

I, Samuel Charney Sr., a Notary Public of said county and state do hereby certify that VICKI L. BRIDGER personally appeared before me this day and acknowledged that she is secretary of Bridger Farms of Piedmont, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its president and attested to by HEC as its secretary.

Witness my hand and notarial stamp or seal, this December day of December, 1988.

My Comm. Expires: July 1, 1990

Samuel Charney Sr.  
Notary Public



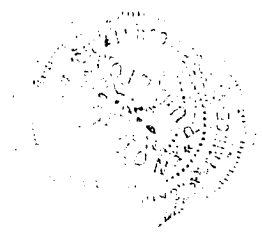
NORTH CAROLINA  
PERSON COUNTY

The foregoing certificates of Samuel Chaney, Sr. and Lisa C. Burgess  
Notaries Public of the governmental unit designated is  
certified to be correct. Presented for registration and  
recorded in this office in Book 201, Page 79.

This the 19 day of December, 1988 at 9:40 o'clock  
A. M.

J. Paul Henry  
Register of Deeds

by Richard B. Cannon, Not.



*James E. Budden*