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FILED Mark Chilton  
Register of Deeds, Orange Co, NC  
Recording Fee: \$26.00  
NC Real Estate TX: \$.00

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RESTRICTIVE COVENANTS

FR

PIN # 9845-34-6277; 9845-25-5398; 9845-26-5162 and 9845-26-~~5162~~  
5983

Prepared by: D. Michael Parker  
Return to: Michael Parker, P.O. Box 100, Hillsborough, NC 27278

NORTH CAROLINA

ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That NC LAND INVESTMENTS, LLC, a North Carolina limited liability company, (hereinafter referred to as "Declarant") as the owner of those certain tracts or parcels of land described as Lots 1, 2 3 and 4 as shown on the plat of survey by Puckett Surveyors, PLLC entitled "EXEMPT DIVISION PLAT FOR: NC LAND INVESTMENTS, LLC" dated December 21, 2015 which plat is recorded in Plat Book 115, page 138 of the Orange County Registry and to which plat reference is hereby made for a more particular description of the same, does hereby make the above described property (hereinafter the "development"), subject to the following covenants, conditions and restrictions as to the use thereof, said covenants to run with said land by whomsoever owned, and said covenants shall be binding upon all parties, persons, firms and cooperatives, corporations and other entities, their heirs, successors, or assigns, claiming under, by through them for twenty (20) years from the date of these covenants; said covenants being thereafter more particularly set forth in detail:

1. No lot shall be used in the development except for single-family residential purposes and/or agricultural purposes.
2. No mobile homes, single wide or doublewide, and no on-frame modular homes shall be permitted on or suffered to remain on any lot at any time.
3. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as temporary or permanent residence.
4. No lot shall be used or maintained as a dumping ground for rubbish, trash,

garbage or other waste, and such material shall not be kept on any lot.

5. No noxious or offensive trade or activity shall be carried on or maintained on any lot in this development, nor shall anything be done thereon that shall be or become an annoyance or nuisance to the other lots in the development.

6. All building material residue shall be removed from any lot, not left on or deposited on any lot or other property within the development so as to maintain a clean, neat, orderly, attractive community.

7. No signs are allowed except for standard real estate signs that indicate a property is for sale.

8. If the owners of the property, or any of them, or their heirs, successors and 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 situated in said development or subdivision to prosecute any proceeding at law or in equity against the persons or person violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. In the event that any owner should seek enforcement of the restriction contained herein, the prevailing party shall be entitled to recover the costs including their reasonable attorney fees in addition to any other remedy at law or in equity to which they may be entitled. The enforcements rights set forth herein may be exercised by the owners of any of the lots created from the above described property regardless of the plat on which such lots may be shown, it being the intent that any owner of any part of the above described property shall have the right of enforcement against any other owner of any of the above described property.

9. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain and continue in full force and effect.

10. These Restrictive Covenants may be amended by the recordation of a written instrument bearing the signatures of the then record owners of not least than seventy percent (70%) of all of the lots created by the subdivision of the property described above.

IN TESTIMONY WHEREOF, the said Declarant has caused these Restrictive Covenants to be signed by its managers under seal this the 22 day of April, 2016.

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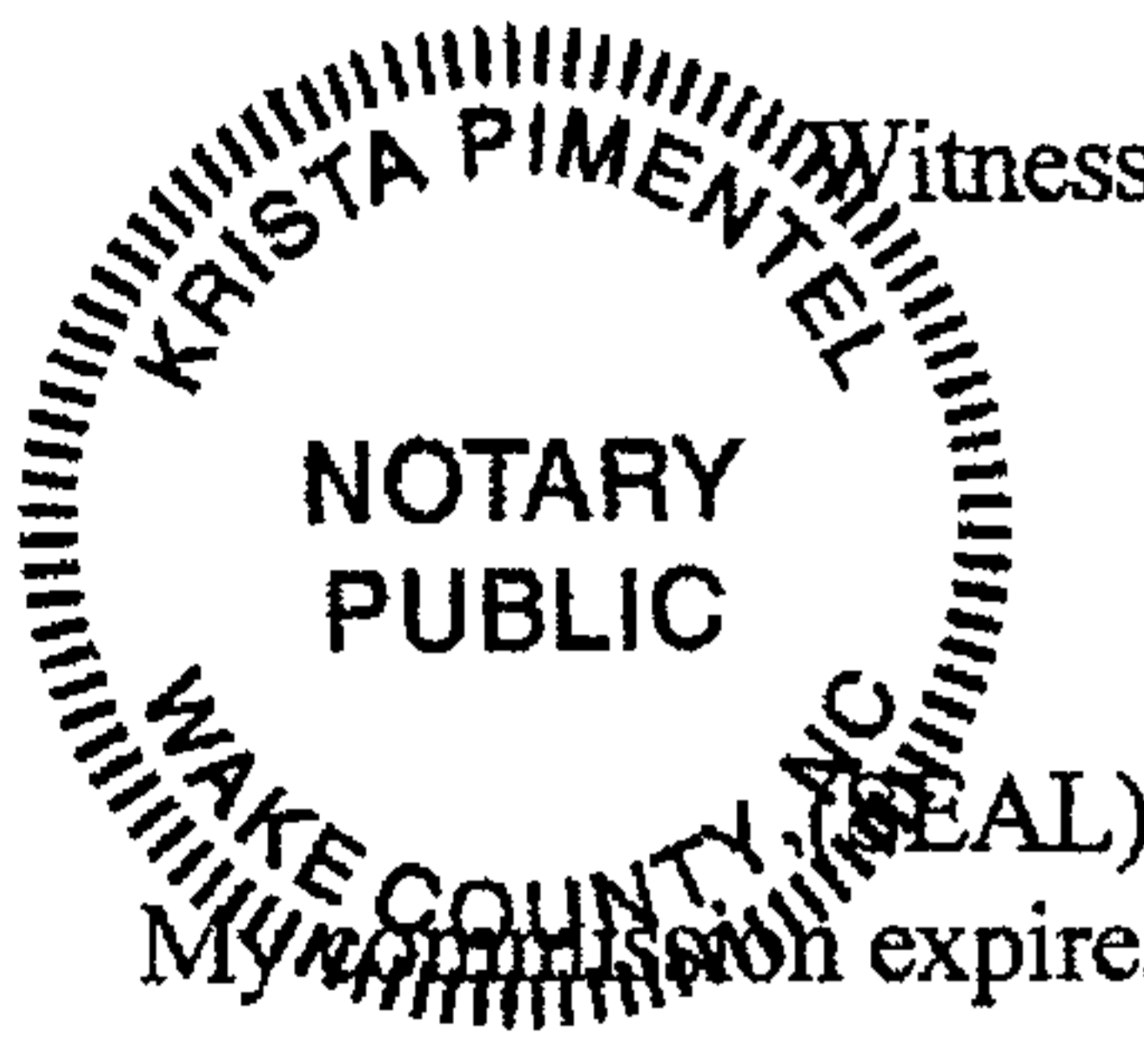
NC LAND INVESTMENTS, LLC

By: *Keith Brouillard* (SEAL)  
KEITH BROUILLARD, Manager

.....  
STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, Krista Pimentel, Notary Public of the aforesaid County and State, do hereby certify that **KEITH BROUILLARD** personally appeared before me this day and acknowledged that he is the Manager of, **NC LAND INVESTMENTS, LLC**, a North Carolina limited liability company and that he signed the foregoing instrument in the name of the said **NC LAND INVESTMENTS, LLC** as the duly authorized act of said limited liability company for the purposes set forth herein.

Witness my hand and seal, this the 22 day of April, 2016.



*Krista Pimentel*  
NOTARY PUBLIC

Krista Pimentel  
PRINT OR TYPE NAME OF NOTARY



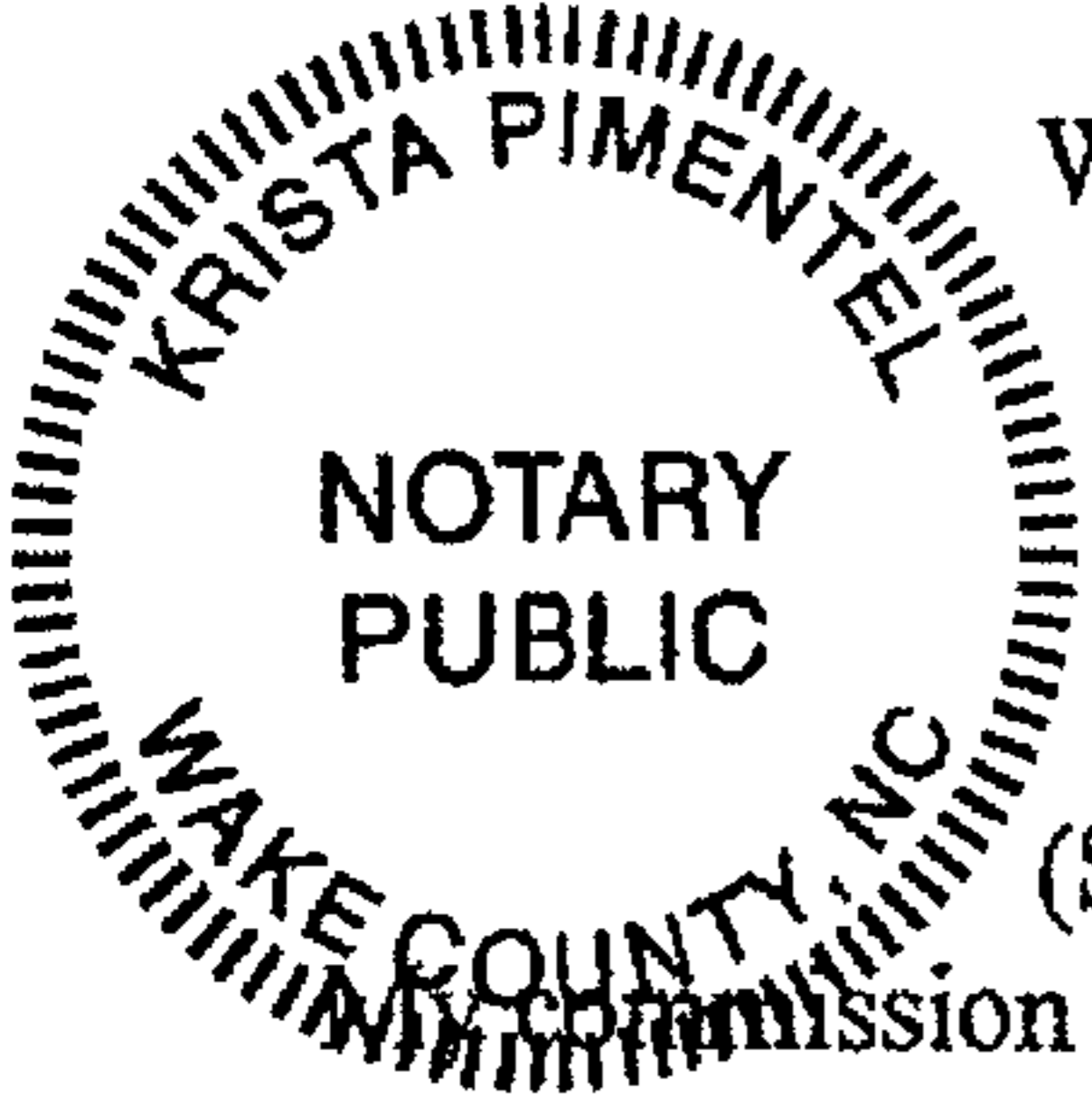
NC LAND INVESTMENTS, LLC

By: [Signature] (SEAL)  
WILLIAM R. KEMP, Manager

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, Krista Pimentel Notary Public of the aforesaid County and State, do hereby certify that **WILLIAM R. KEMP** personally appeared before me this day and acknowledged that he is the Manager of, **NC LAND INVESTMENTS, LLC**, a North Carolina limited liability company and that he signed the foregoing instrument in the name of the said **NC LAND INVESTMENTS, LLC** as the duly authorized act of said limited liability company for the purposes set forth herein.

Witness my hand and seal, this the 22 day of April, 2016.



[Signature]  
NOTARY PUBLIC

(SEAL)  
My commission expires: 1.10.21

Krista Pimentel  
PRINT OR TYPE NAME OF NOTARY



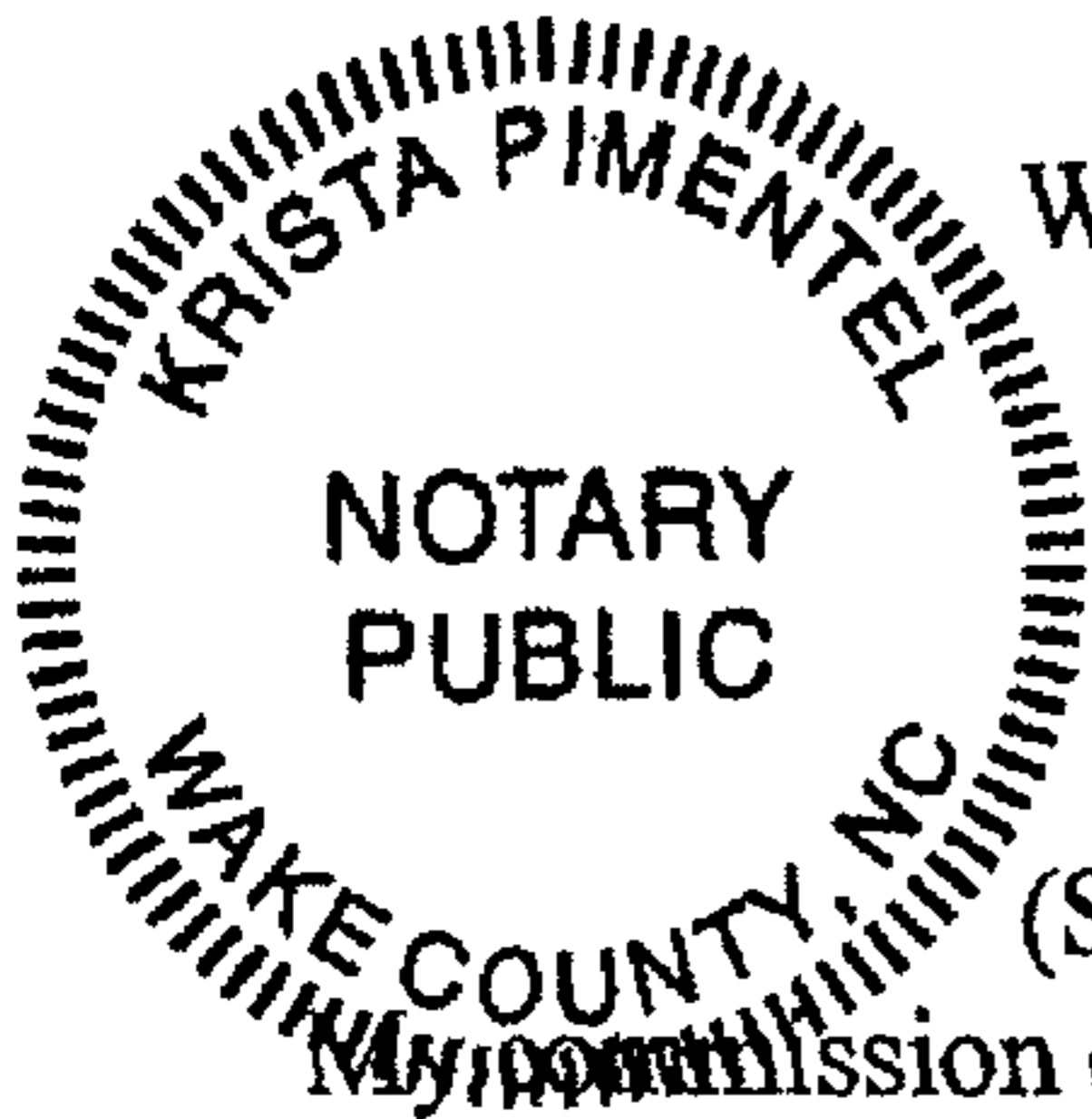
NC LAND INVESTMENTS, LLC

By: [Signature] (SEAL)  
RODNEY FINKBINER, Manager

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, Krista Pimentel, Notary Public of the aforesaid County and State, do hereby certify that **RODNEY FINKBINER** personally appeared before me this day and acknowledged that he is the Manager of, **NC LAND INVESTMENTS, LLC**, a North Carolina limited liability company and that he signed the foregoing instrument in the name of the said **NC LAND INVESTMENTS, LLC** as the duly authorized act of said limited liability company for the purposes set forth herein.

Witness my hand and seal, this the 22 day of April, 2016.



[Signature]  
NOTARY PUBLIC

(SEAL)  
My commission expires: 1-10-21

Krista Pimentel  
PRINT OR TYPE NAME OF NOTARY

