

Amended Covenants
FOR ASSIGNMENT SEE BOOK 1257 PAGE
30 THIS 5 DAY OF May 1992
PHYLLIS N. WALL, REGISTERED OF DEEDS
BY Shondal Perry
DEPUTY

Prepared by and return to: Gary W. Ragland P.O. Box 308 Clayton, NC

00401

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NORTH CAROLINA

RESTRICTIVE COVENANTS

JOHNSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Fred J. Smith, Jr. and wife, Virginia R. Smith of Johnston County, North Carolina, do hereby covenant, and stipulate and agree on behalf of themselves and to and with all persons, firms and corporations who own or may hereafter acquire any tract of land in the land described below, that said land shall be subject to the restrictions and limitations set out below as to the use thereof running with said properties by whomsoever owned. The property is described as follows:

BEING all of Lots 1 through 8 of the Fred Smith Subdivision as shown in a plat prepared by Williams Pearce and Associates, P.A., Registered Land Surveyors, recorded in Plat Book 36, Page 91, Johnston County Registry.

This property shall be subject to the following restrictions and limitations as to the use thereof, running with said properties by whomsoever owned, to wit:

1. The real property described above is subject to the protective covenants and restrictions hereby declared to insure the best use and most appropriate development and improvement of each tract; to preserve, as far as practicable, the natural beauty of said property; to encourage and secure the erection of attractive homes on said property.

2. All lot owners shall have the right to use the pond in said subdivision for recreational purposes. Said rights shall extend to relatives and friends who are accompanied by a lot owner. The right to restrict the use of said pond by someone other than a friend or relative in the company of a lot owner shall extend to all lot owners individually or collectively.

3. Owners of Lots 6, 7 and 8 shall be responsible for the maintenance and repair of the dam located on the pond referred to hereinabove and shall assure that said dam is not damaged or neglected in any way which would effect its structural integrity and have an adverse effect on the pond or the rights of all other lot owners to use and enjoy said pond.

4. A 50' wide ingress and egress easement is hereby declared and dedicated as shown in the plat recorded in Plat Book 36, Page 91 of the Johnston County Registry. All deeds to lots contained in said subdivision shall be conveyed subject to said easement. The maintenance of said easement shall be the responsibility of all lot owners and shall be maintained and kept in a passable manner at all times. The cost of such maintenance shall be shared equally with each lot owner paying 1/8th of the cost of maintenance or such repairs.

5. No lot shall be used except for residential and agricultural purposes. Provided, however, no lot under any circumstances shall be used to raise poltry or swine.

6. No portion of said lots shall be used for storing junked automobiles or other vehicles which are not operative and licensed by the State of North Carolina.

7. No building shall be located on any lot less than 60' from the front lot line. Further, no building shall be located less than 20' from any side lot line.

8. No store house, garage or other type business shall be constructed or operated on said lands.

9. No noxious or offensive 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 other property owners.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and rubbish shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and located so as not to be visible from the road.

11. Adequate parking shall be provided by all lot owners for automobiles owned by the owners or their guests. At no time shall a vehicle be parked within the 50' wide access easement referred to hereinabove.


12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10)

years unless an instrument in writing signed by a majority of the lot owners has been recorded, agreeing to change said covenants in whole or in part.

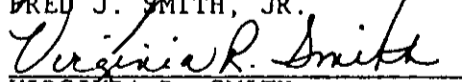
13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation thereof or to recover damages. Fred J. Smith, Jr. and wife, Virginia R. Smith covenant, stipulate and agree on behalf of themselves and of any and all persons, firms, corporations, who or which may hereafter acquire any portion of the above-described lands, that any violation of the restrictions and limitations as to the use herein set forth shall entitle any person or persons or corporation who or which may then own any tract in said development to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations herein set forth.

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

IN WITNESS WHEREOF, the individual parties have hereunto set their hands and seals this the 10TH day of January, 1992.



FRED J. SMITH, JR. (SEAL)



VIRGINIA R. SMITH (SEAL)

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NORTH CAROLINA
JOHNSTON COUNTY

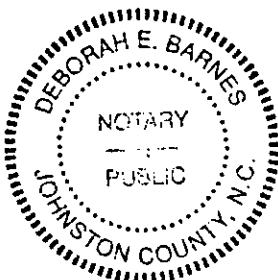
I, a Notary Public, do hereby certify that Fred J. Smith, Jr., and wife, Virginia R. Smith personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this the 10th day of January, 1992.

Deborah E. Barnes
NOTARY PUBLIC

My Commission Expires:

6/30/96



State of North Carolina- Johnston County
The foregoing certificate(s) of Deborah E Barnes

Notary(Notaries) Public is(are) certified to be correct.
This instrument was presented for registration and recorded

in Book 1237 Page 278

This Jan 10 1992 at 3:45 PM
Phyllis N Wall By Clarry W Hethers
Register of Deeds Deputy Register of Deeds