

PREPARED BY DAVID J. RAMSAUR, ATTORNEY AT LAW  
RETURN TO McLEAN, STACY, HENRY & McLEAN, PROFESSIONAL ASSOCIATION

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NORTH CAROLINA

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ROBESON COUNTY

JOE B. FREEMAN, ROFD  
ROBESON COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this March 4, 1992, by FRENCH FAMILY PROPERTIES, a North Carolina General Partnership composed of B. G. French, Jr., Elizabeth F. Broadhurst and Virginia F. Lyles, whose office is located in the City of Lumberton, Robeson County, North Carolina, and the GIBSON-WALL MERCANTILE COMPANY, a North Carolina General Partnership, composed of Alice Rose Gibson and The May Company, a South Carolina Limited Partnership, collectively hereinafter called "Declarant," and all LOT OWNERS of Lots Nos. 1 through 33, inclusive, as shown and delineated on a plat entitled "Oakridge, Section One" a subdivision located in the City of Lumberton, Robeson County, North Carolina;

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain lots of real property in the City of Lumberton, Robeson County, North Carolina, as shown and designated on a map of the same prepared by Moorman & Kizer, Inc., Engineers, entitled "Oakridge, Section One" which real property is herein called the "Property" or "Sub-division." Owner has divided the Property into 33 lots (herein called the "Lots"), the same lots as shown on a map of the property, recorded in Book of Official Maps No. 32 at page 34, Robeson County Registry, which map is by reference made a part hereof; and

WHEREAS, the Declarant intends to convey said numbered lots as the same are shown and delineated on the above-mentioned map, by deeds, deeds of trust, mortgages and other instruments to various persons, firms and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make "Oakridge" more desirable and to be for the benefit of all those who acquire title to any one or more of said numbered lots to the end that the restrictive covenants and conditions herein set out shall inure to the benefit of each person, firm, or corporation which may acquire title to any or all of said numbered lots and which shall be binding upon each such person, firm or corporation to whom or which the said Declarant may hereafter convey any of said numbered lots by deed, mortgage, deed of trust or other instrument.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares, covenants and agrees with said Lot Owners that each of the aforementioned numbered lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth. These restrictions and protective covenants and conditions shall become a part of each instrument conveying any of said numbered lots as fully and to the same extent as if set forth therein, shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in and to the Property and the Lots or any part or parts thereof subject to this Declaration. As a condition of the sale or conveyance of any of said numbered

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lots, the lot owners agree and covenant to abide by and conform with said restrictive and protective covenants and conditions.

I. Definitions. As used herein,

A. "Articles" means the Articles of Incorporation of The Oakridge Association of Lumberton, Ltd., as the same may be amended from time to time.

B. "Association" or "Corporation" means The Oakridge Association of Lumberton, Ltd., a North Carolina Non-Profit Corporation.

C. The "Board of Directors" or "Board" means the elected body governing the Corporation and managing the affairs of the Corporation.

D. "By-Laws" means the by-laws of The Oakridge Association of Lumberton, Ltd., as the same may be amended from time to time.

E. "Landscaping" means and includes decorative planting and ornamental planting of trees, shrubs, flowers and plants of all kinds; modifying, altering and ornamenting plant cover; arranging modifying, irrigating and improving the natural scenery; designing and redesigning, arranging and rearranging, developing and redeveloping, modifying, extending and improving all such planting from time to time. This shall also include the erection, establishment and maintenance of such entrance signs and residential street signs and directional and informational signs that may be of use to the community.

F. "Dedication" means the act of committing a portion of the Development Area or the Subdivision to the purposes of this Declaration.

G. "Development Area" shall mean that property owned by the Declarant and bounded by Five Mile Branch on the North, the Carolina Pines Subdivision and the C S X Railroad (formerly the V. & C. S. Railroad) on the West, Health Horizons, Inc. on the South and French-Broadhurst Farms on the East. Declarant reserves the right (but shall not be required) to extend the Oakridge Subdivision to include the property owned by French-Broadhurst Farms lying West of the Meadow Road.

H. "Declarant" means French Family Properties and the Gibson-Wall Mercantile Company, its successors or assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.

I. "Lot" means a separately numbered tract of land lying within the subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the Declarant and owned in fee by the Grantee thereof, and held for such uses as are consistent with this Declaration and the restrictions covering the area wherein the tract is located. No tract of land shall become a "Lot" as that word is used herein until the area on which the same is located is "dedicated."

J. "Lot Owner" or "Lot Owners" means the record holder or holders of title to the separately numbered tract or tracts of land heretofore defined as "lot" or "lots," and shall include the Declarant.

K. "Oakridge Boulevard, White Oak Drive, Old Oak Court, Laurel Oak Lane and Spanish Oak Lane" mean and include the tracts of land described as such on the map of "Oakridge, Section One" recorded in Book of Official Maps No. 32, at Page 34,

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Robeson County Registry, which map is by reference made a part hereof.

L. "Subdivision" or "Property" means "Oakridge, Section One," all that property shown on the map recorded in Book of Official Maps 32, at page 34, Robeson County Registry, and any portion of the Development Area which has been dedicated pursuant to this Declaration.

M. "Oakridge" shall have the same meaning as "Subdivision" or "Property" and the terms may be used interchangeably.

N. "Median" means the planted strip of land dividing any streets, roads or boulevards within the subdivision into lanes according to direction of travel, and shall also include island areas within cul-de-sacs.

O. "Entrance Areas" means all the areas of land which may be constructed and designated from time to time as Entrance Areas by the Declarant, including but not limited to those areas shown as "Entrance Areas" on the recorded map of "Oakridge, Section One."

P. "Private Parks" and "Areas Accessing Private Parks" means all of the areas of land within Oakridge Subdivision which may be designated from time to time as "private parks" and "areas accessing private parks" by the Declarant.

Q. "Border Areas" means all the areas of land lying between the outside curb lines of the paved lanes of any streets, roads, boulevards and cul-de-sacs within the Oakridge Subdivision (as constructed and existing from time to time) to the outside right-of-way and five feet beyond as shown as on the recorded map of Oakridge.

II. The Oakridge Association of Lumberton, Ltd.

A. A Corporation named The Oakridge Association of Lumberton, Ltd. (hereinafter referred to as the "Association") has been formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to erect, establish and maintain entrance areas and signs designating the Oakridge Subdivision; to plant, install, manage, maintain, operate, care for, administer and landscape Oakridge Boulevard, White Oak Drive, Old Oak Court, Spanish Oak Lane and Laurel Oak Lane within Oakridge Subdivision (and other streets, roads, boulevards, islands within cul-de-sacs, private parks and areas accessing private parks as designated by the Declarant from time to time and additional subdivisions or phases of "Oakridge" when so assigned by the Declarant); to install, maintain and operate underground irrigation pipes and attachments when so assigned by the Declarant; to enforce the covenants, restrictions, easements, charges and liens contained herein when so assigned by the Declarant; to fix, levy, assess, collect, enforce and disburse the charges and assessments created under this Declaration, all in the manner set forth in and subject to the provisions of this Declaration, when so assigned by the Declarant; to make and enforce rules and regulations governing the Owners' use and occupation of Lots, when so assigned by the Declarant; and to do any and all other lawful things as provided in the Articles not inconsistent with this Declaration. The Declarant herein shall be solely responsible for the initial landscaping and irrigation of the Entrance Areas, Median and Border Areas of the streets, roads, boulevards, and cul-de-sacs within Oakridge Subdivision, but shall not be responsible for the initial landscaping and irrigating of such private parks and areas accessing private parks as may be established from time to time, and shall notify in writing all Lot Owners when the initial landscaping and irrigation of Median, Border and Entrance Areas is complete after which all Lot Owners

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shall be responsible for landscaping, irrigation, and maintenance expenses. Declarant, its successors and assigns, shall maintain the landscaping and irrigation to a level, extent and quality equal to or better than the initial landscaping and irrigation.

B. Each Owner of each Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration and the Owners of individual lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:

1. That for so long as each is an Owner of a Lot within the subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association;

2. That each shall be subject to the rules and regulations of the Association with regard to ownership of a Lot; and

3. That any unpaid assessment, whether general or special, levied by the Declarant in accordance with these Restrictions, the Articles or the Bylaws shall be the personal obligation and liability of the Owner of the Lot at the time the assessment falls due.

C. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

D. The Association shall have one class of members who shall be all Lot Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such Persons shall be members and, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

III. Management and Maintenance of the Landscaping and Irrigation of the Median, Border and Entrance Areas within Oakridge Subdivision. The management and maintenance of the landscaping and irrigation of the Median, Border and Entrance Areas within Oakridge Subdivision shall be the sole right and responsibility of the Declarant. The management and maintenance shall be carried out in accordance with the terms and conditions of these restrictions, but it is contemplated that the Declarant may, in its discretion, assign to The Oakridge Association of Lumberton, Ltd., its successors and assigns, the right to make and collect assessments, to expend such funds as may be collected, and to otherwise be substituted for the Declarant under this paragraph. The management and maintenance of any private parks and areas accessing private parks as may be established from time to time shall be the sole right and responsibility of the Association.

IV. Maintenance Expenses. The Maintenance Expenses of the Subdivision include:

A. All amounts expended in planting, installing, managing, maintaining, operating, caring for and administering the landscaping of Median, Border and Entrance Areas within Oakridge Subdivision and such private parks and areas accessing private parks as may be established from time to time within Oakridge Subdivision; installing, maintaining and operating underground irrigation pipes and attachments; all fees which may be incurred by the Declarant from time to time in performing the functions delegated to the Declarant by these Restrictions; and all amounts expended in any form by the Declarant in enforcing these Restrictions, the Articles or the Bylaws.

B. All amounts expended by the Declarant in carrying out any duty or discretion as may be required or allowed by these Restrictions, the Articles or the Bylaws.

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V. Annual General Assessment.

A. The Declarant for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for any Lot (whether or not it shall be so expressed in such deed) is deemed to covenant and agrees to pay to the Association annual general assessments or charges for landscaping, irrigation and maintenance expenses. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of paragraph F of this Article shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees in the amount of fifteen percent (15%) shall also be the personal obligation and liability of the person who was the owner of the Lot at the time when the assessment fell due should such assessment become delinquent. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot. Each lot will be assessed an equal and pro rata part of landscaping, irrigation and maintenance expenses.

B. The maximum annual general assessment for the calendar years 1992 and 1993 shall be Two Hundred Seventy-Five and No/100 Dollars (\$275) per Lot, per year.

1. From and after December 31, 1993, the maximum annual general assessment may be increased by the Association each year not more than ten percent (10%) above the assessment for the previous year without any vote of the membership.

2. From and after December 31, 1993, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

3. The Declarant may fix the annual general assessment at an amount not in excess of the maximum.

4. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Declarant.

C. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph B(2) shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

D. The annual general assessments levied by the Declarant shall be used exclusively to plant, install, maintain, operate, care for, and administer the landscaping and irrigation of the Median, Border and Entrance Areas of Oakridge Subdivision and such private parks and areas assessing private parks as may be established from time to time within the Subdivision, and to pay the expenses of the Association, if the Association at the time of making the assessment is enforcing the terms of this Declaration after due assignment by the Declarant.

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E. The Declarant shall, upon demand, furnish a certificate signed by an officer or a duly authorized agent of the Declarant setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Declarant as to the status of assessments on a lot is binding upon the Declarant as of the date of its issuance.

F. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect nor extinguish the assessment lien, which shall be a lien running with the land. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu therefor, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

VI. Special Assessments. Special assessments may be levied against Lots for such reason as are provided in these Restrictions, the Articles or by the Bylaws and on such terms as determined by the Board of Directors and approved by a majority of the Lot Owners at a meeting held after ten (10) days written notice at which the quorum provisions of Section V(c) shall apply. The purposes for which special assessments may be levied include providing funds for the upkeep, repair, restoration or improvement of the Median, Border and Entrance Areas within Oakridge Subdivision and such private parks and areas accessing private parks as may be established from time to time within the Subdivision which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. In the event the Owner of a Lot fails to comply with the provisions of this Declaration, the Declarant may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot and such Lot as a special assessment.

VII. Lien for Assessments. Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys fees in the amount of fifteen percent (15%) shall constitute a lien against the Lot upon which such assessment is levied. The Declarant may record notice of the same in the Office of the Clerk of Superior Court of Robeson County or file a suit to collect such delinquent assessments and charges. The Declarant may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

VIII. Architectural Standards and Architectural Standards Committee. The Declarant shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of three (3) members. The Gibson-Wall Mercantile Company shall appoint one (1) member; French Family Properties shall appoint one (1) member; and the other member shall be appointed upon the agreement of The Gibson-Wall Mercantile Company and French Family Properties. The Declarant reserves to itself the power to appoint the members of the Committee so long as the Declarant continues to own any portion of the Development Area. At such time as the Declarant no longer owns any portion of the Development Area, or upon notification by the Declarant to the owners of all the lots in "Oakridge" that it does not desire to continue to appoint the members of the Committee, the Declarant shall assign any or all of the duties, powers and responsibilities of the Architectural Standards Committee to The Oakridge Association of Lumberton, Ltd.

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A. No building, fence, wall, sign (whether affixed to a building or free-standing) obstruction, outside or exterior wiring, improvement, or structure of any kind shall be commenced, installed, erected, constructed, painted, repainted, or maintained upon the property except in strict compliance with this article, until the requirements thereof have been fully met, and until the approval of the Committee has been obtained.

"Improvement" shall mean and include any improvement, change or modification of the appearance of a lot from the state existing on the date of the conveyance of such lot from the Declarant to a lot owner, to specifically include removal of existing trees and landscaping.

B. The Committee shall have exclusive jurisdiction over all original construction on any lot and later changes or additions after initial approval thereof, together with any modifications, additions or alterations subsequently to be constructed on any lot or made to any improvements initially approved. The Committee shall prepare and shall promulgate architectural standard guidelines ("Guidelines") and application and review procedures ("Procedures"). The Guidelines and Procedures shall be those of the Declarant, and the Committee shall have the sole and full authority to prepare and to amend the Guidelines and Procedures. The Committee shall make the Guidelines and Procedures available to owners, builders and developers who seek to engage in the development of or construction upon the lots and who shall conduct their operations strictly in accordance therewith.

C. Plans and specifications, including plot plans and landscaping plans, showing the nature, kind, shape, color, size, materials, and location of such improvements, alterations and the like shall be submitted to the Architectural Standards Committee for approval as to quality and design in harmony with external design of existing structures, and as to location to surrounding structures, topography and finish grade elevation. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions and the Guidelines; if the design, color scheme or location upon the lot or lots of the proposed improvements are not in harmony with the general surroundings or adjacent structures; if the plans or specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the real property subject to this declaration or the owners thereof. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Architectural Standards Committee, or to rebuild in accordance with plans and specifications previously approved by the Architectural Standards Committee appointed by the Developer. Nothing contained herein shall be construed to limit the right of an owner to paint the interior of his or her dwelling in the color desired.

D. The Committee shall approve or disapprove plans, specifications and details submitted in accordance with its procedures within thirty (30) days from the receipt thereof and the decisions of the Committee shall be final and not subject to appeal or review. The Committee shall state with reasonable clarity its objections, if any it has, and shall advise the lot owner what steps or modifications are necessary to gain approval. Plans, specifications and details revised in accordance with the Committee recommendations may be re-submitted for determination by the Committee. In the event that the Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Committee, approval, for the purposes of this article, shall be deemed to have been given by the Committee, provided, however, that all other conditions and restrictions within these Articles shall be in full force and

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effect and such failure shall not constitute any waiver to any other lot owners for the enforcement of this section.

E. The Committee shall have the right to inspect all construction to insure that it is performed in strict accordance with the approved plans, specifications and details. Upon completion of the construction in accordance with the approved plans, specifications and details, the Committee shall issue a certificate of completion to the owner.

F. Neither the Declarant nor the Committee nor any architecture agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the Guidelines, nor for any structural or other defect in any design or construction of any building, structure or improvement of any kind.

G. The requirements of this Article VIII shall not constitute a lien or encumbrance on any lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof will in no way be affected by the failure of his predecessors in title to comply with the terms hereof.

IX. Land Use. No lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on less than a numbered lot other than one (1) detached single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling. Any dwelling constructed on a lot subject to these restrictions shall contain not less than eighteen hundred square feet (1,800) of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings) if said dwelling is of single story construction. If said dwelling is one and one-half (1 1/2) or two (2) stories, the dwelling shall contain not less than twenty-two hundred square feet (2,200) of fully enclosed and heating floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings).

X. Temporary Structures. No structure of a temporary character, and no trailer home shall be located, maintained or used on the above described tract of land at any time either temporarily or permanently, except a travel trailer which shall be at all times mounted on wheels and often used for purposes of travel.

XI. Signs. No signs (excluding typical "for sale" and builder identification signs), billboard or other advertising structure of any kind shall be erected or maintained upon any Lot; provided, however, that construction identification signs approved by the Committee showing the lot number and name of the builder may be exhibited upon the Lot during the period of construction.

XII. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XIII. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall rubbish, trash, garbage or other waste be kept except 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.

XIV. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as



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shown on the recorded plat of said subdivision.

XV. Drainage. The owner or the building contractor will provide for drainage of each lot by way of pipes, drains, ditches, swales, or berms. The owner of each lot shall not allow any such pipe, drain, ditch, swale, or berm to be obstructed, retarded or altered in any manner which will interfere with drainage or in any manner which will affect any other lot. Further, the owner of each lot shall have the duty to maintain and keep clean and clear the drainage pipes, drains, ditches, swales, or berms located on his lot.

XVI. Sight Distances at Intersections. No fence, wall, sign, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a drive way pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

XVII. Required Maintenance. The required maintenance for all Lots shall be as follows:

A. All lots, together with the exterior of all improvements located thereon shall be maintained in a neat, attractive and safe condition by their respective owners. Such maintenance shall include, but shall not be limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Declarant may, after sixty (60) days' notice to any owner, take all necessary steps to assure compliance with this required maintenance.

B. No satellite dishes and/or receivers or other similar devices for the receipt of televised communications shall be placed on a lot without the prior written approval of Declarant and then must be enclosed by fence or other enclosure meeting the aesthetic requirements demanded by Declarant;

C. No Lot Owner shall raise, breed, keep, or permit any animals, livestock, or poultry of any kind on any lot, with the exception of cats, dogs, or other usual and common household pets, provided that said pets are not kept, bred, or maintained for any commercial purpose, are not permitted to roam free, and do not endanger the health of the owners of other lots.

XVIII. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

XIX. Setbacks. No above-ground structure (except approved fences or walls) may be constructed or placed on any lot except within the minimum building setback lines as set forth herein: (a) Thirty (30) feet from the lot front line. (b) Ten (10) feet from the lot sideline. (c) Ten (10) feet from the lot rear line.

The term "lot front line" defines the boundary line of the lot that is contiguous to and bounded by the named street as shown on the recorded subdivision plat.

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The term "lot rear line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts.

The term "lot sideline" defines a boundary line that extends from the street on which the lot abuts to the rear line of the lot.

XX. Time. These covenants are to run with the land and shall be binding on all persons, firms and corporations acquiring title to any of the aforementioned lots for a period of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless any instrument signed by two-thirds of the owners of the lots has been recorded in the office of the Register of Deeds of Robeson County, agreeing to change said covenants in whole or in part.

XXI. Enforcement. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation or to recover damages therefor.

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

XXIII. Waiver. No provision contained in this Declaration shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any Person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

XXIV. Variances. The Declarant in its discretion may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document. To be effective, a variance hereunder shall be recorded in the Robeson County Register of Deeds Office; shall be executed on behalf of Declarant; and shall refer specifically to this Declaration.

XXV. Captions. The captions preceding the various Articles of these Restrictions are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these Restrictions. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

XXVI. Assignability of Rights and Liabilities. Declarant shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Declarant in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner.

XXVII. Liberal Construction. The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by the Declarant with each Owner entitled to and

burdened with the rights and easements equivalent to those of other Owners.

XXVIII. Reservation for Future Expansion. Declarant shall have the right, at its election, without the consent of any owner or owners, to bring within the coverage and operation of these Restrictions additional properties on the north side of Health Horizons, Inc. on the east side of Oakridge, Section One, on the south side of Five Mile Branch and the west side of Meadow Road. The addition to the property authorized and covered hereby shall be made by filing of record in the Office of the Register of Deeds of Robeson County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or appropriate in the sole judgment of the Declarant to reflect the different character, if any, of the added properties and as are not inconsistent with the plan, intent and spirit of this Declaration.

IN WITNESS WHEREOF, the said Declarant has caused this instrument to be duly executed, the day and year first above written.

FRENCH FAMILY PROPERTIES, a North Carolina General Partnership

By: B. G. French, Jr. (SEAL)  
B. G. French, Jr., Partner

By: Elizabeth F. Broadhurst (SEAL)  
Elizabeth F. Broadhurst, Partner

By: Virginia F. Lyles (SEAL)  
Virginia F. Lyles, Partner

GIBSON-WALL MERCANTILE COMPANY, a North Carolina General Partnership

By: Alice Rose Gibson (SEAL)  
Alice Rose Gibson, Partner

The May Company, a South Carolina Limited Partnership

By: Oran B. Gubert (SEAL)  
Attorney-In-Fact

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ROBESON COUNTY

I, Geraldine B. Nealy, a Notary Public, do hereby certify that B. G. French, Jr., Partner in French Family Properties, a North Carolina General Partnership, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this March 26, 1992.

Geraldine B. Nealy  
Notary Public

My commission expires:

9-1-94

NORTH CAROLINA

Robeson COUNTY

I, Geraldine B. Nealy, a Notary Public, do hereby certify that Elizabeth F. Broadhurst, Partner in French Family Properties, a North Carolina General Partnership, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this March 26, 1992.

Geraldine B. Nealy  
Notary Public

My commission expires:

9-1-94

NORTH CAROLINA

Robeson COUNTY

I, Geraldine B. Nealy, a Notary Public, do hereby certify that Virginia F. Lyles, Partner in French Family Properties, a North Carolina General Partnership, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this March 26, 1992.

Geraldine B. Nealy  
Notary Public

My commission expires:

9-1-94

NORTH CAROLINA

BOOK

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ROBESON COUNTY

I, Margaret S. Gappins, a Notary Public, do hereby certify that Alice Rose Gibson, Partner in Gibson-Wall Mercantile Company, a North Carolina General Partnership, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this 27<sup>th</sup> March, 1992.

Margaret S. Gappins  
Notary Public

My commission expires:

3-3-96

SOUTH CAROLINA

HORRY COUNTY

I, KAREN L. WINBURN, a Notary Public, do hereby certify that Fran B. Gilbert, Attorney-in-Fact for The May Company, a South Carolina Limited Partnership, General Partner in Gibson-Wall Mercantile Company, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of The May Company, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Robeson County, North Carolina, in Book 582 at page 0529, on the 23rd day of July, 1985, and that this instrument was executed under and by virtue of the authority given by said instrument granting her Power of Attorney; that the said Fran B. Gilbert acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of The May Company.

Witness my hand and seal, this MARCH 27, 1992.

Karen L. Winburn  
Notary Public

My commission expires:

7/10/96

North Carolina Robeson County.  
The foregoing certificate of  
Geraldine B. Neely, Margaret S. Gappins & Karen L. Winburn  
are certified to be correct Notaries Public  
This 30th day of March, A.D. 1993  
By Vernell H. Leckless Deputy/Asst.  
Joe B. Freeman, Register of Deeds