

PROHIBITIVE COVENANTS AND RESTRICTIONS
FOR THE SUBDIVISION OF
ZEMOSA ACRES, PHASE III

KNOW ALL MEN BY THESE PRESENTS that Niblock Construction Company, Inc., owners of the property hereinafter described, do hereby agree and covenant with all other persons, firms, and corporations now owning or hereafter acquiring any property in ZEMOSA ACRES, PHASE III, located on the south side of Highway 73 in Cabarrus County, North Carolina, as surveyed and platted by Concord Engineering and Surveying, Inc., said plat as yet unrecorded, that said property is hereby subjected to the following restrictions as to the use thereof by whomsoever owned, to-wit:

1. Land Use and Building Type: 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 (1) detached single-family dwelling, not to exceed two and one-half (2 1/2) stories, with a private garage for not more than three (3) vehicles.
2. Size of Lot: No residential structure shall be erected or placed on any lot which has an area of less than 25,000 square feet.
3. Dwelling Size: The ground floor area of the main structure, exclusive of open porches of any type, terraces and garages, shall contain not less than 1700 square feet of heated area with reference to a one (1) story structure with an enclosed two (2) car garage, nor less than 2000 square feet of heated area with reference to a one (1) story

structure without a garage, nor less than 1000 square feet of heated area with reference to a structure of more than one (1) story. Total heated area of a structure of more than one (1) story shall be no less than 2000 square feet.

4. Building Location: No building shall be located on any lot nearer than 50 feet to the front line, nor nearer than 25 feet to a side lot or interior line, nor nearer than 30 feet to any side street line.

This restriction shall not prevent a person owning two or more adjoining lots from placing a structure on the adjoining lot line when building on two or more lots and using said lot or lots in connection with one residence.

The undersigned owners hereby reserve the right, however, to amend or alter the restrictions relating to set back lines and side lot or interior line setbacks so as to provide for any violation thereof.

No structure shall otherwise be located nearer to the water line than permitted by the State, County, or other governmental authority.

5. Building Materials: No building shall be erected unless it is completely underpinned with brick. Any other underpinning must be approved by the developer in writing. The exterior of all buildings shall be constructed of brick or wood siding, at least five-eighths inches (5/8") thick. Any other siding must be approved by the undersigned owners, their heirs and/or assigns, in writing.

6. Workmanship: No structure shall be erected on any lot unless same is of quality workmanship and constructed of high grade materials.

Page Three

The exterior of any structure shall be completed within six (6) months after construction has commenced unless an extension of time for such completion has been granted in writing by the undersigned owners, their heirs and/or assigns.

7. Building Plan Approval: Before any structure shall be erected, placed or altered on any lot or lots, the plans and specifications for same, together with the proposed location on the particular lot or lots of such improvements, must be approved in writing by the undersigned owners, their heirs and/or assigns, as to conformity and harmony of external design with existing structures in the development, and as to location with respect to topography and finished ground elevation. If said undersigned owners, their heirs and/or assigns, fail to approve or disapprove such design or location within two (2) weeks after the plans and specifications have been submitted, then further approval will not be required and this restriction will be deemed to have been complied with in toto.

8. Outbuildings: Any outbuildings constructed upon any lot shall be of the same architectural design as the primary residence and shall conform to the Cabarrus County building codes.

9. Landscaping: Each lot that is improved by the construction of a residence thereon shall be landscaped to the extent of that portion of the lot lying in front and to each side of said residence. Landscaping shall include the proper grading of the lot and seeding it for lawn purposes. Landscaping must be completed within six (6) months after the date

said residence is first occupied.

10. Prohibited Structures: No structure of a temporary character, mobile home, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Travel trailers, boats and other forms of recreational vehicles may be inconspicuously stored on the rear portion of said lots.

11. Driveways: Any driveway constructed in, on, or upon any lot shall have either an asphalt, concrete, cobblestone, brick, or slate surface. The use of any other type of surface, either hard surface or gravel or stone, shall be only with the written consent and permission of the undersigned owners, their heirs and/or assigns.

12. Street Use for Lots: No lot shall be used for the purpose of constructing a public street or to provide access to and from properties located within Zemoso Acres, Phase III, or to provide access to and from properties located in Zemoso Acres, Phase III, to property surrounding same.

13. Easements: All lots in said subdivision are subject to sight rights-of-way as required by the North Carolina Department of Transportation.

Further, all lots are subject to such rights-of-way as may be reflected on the recorded map and/or individual lot surveys with reference to the installation and maintenance of cables, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, sewerage, water, and other utilities to said lots.

Page Five

14. Animals, Livestock, and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

15. Disposal of Refuse: No lot shall be used or maintained as a disposal for refuse. Waste, in general, must be kept in sanitary containers. All such containers must be kept in a screened area or area not otherwise visible from the roadways.

16. Commercial Vehicles: No commercial vehicles, including school buses and tractor-trailer vehicles, of more than four (4) wheels shall be kept upon or adjacent to any lots within said subdivision. No unlicensed vehicles may be kept upon any lot, except in enclosed areas. In addition, there shall be no street parking of any vehicles except that parking on a temporary basis shall be permitted.

17. Display of Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet, advertising the property for sale or rent. Signs may also be used by a builder to advertise property during the construction and sale of residences.

18. Illegal or Offensive Activities: No illegal, noxious, or offensive activities shall be carried on upon any lot, nor shall there be any conduct which is, or could become, a nuisance to others living in said subdivision.

19. Period of Effect: These protective covenants and restrictions 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 hereof, at which time said covenants shall be extended automatically for successive periods of ten (10) years unless revoked by a vote of a majority of the then owners of said lots.

20. Enforcement: If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or the restrictions herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any action at law or in equity against the person or persons violating, or attempting to violate, such restrictions, and either to prevent him or them from so doing or to recover damages for such violation(s).

21. Covenant Severability: Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

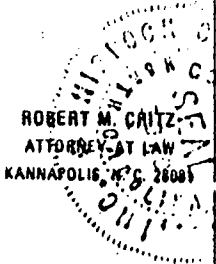
IN TESTIMONY WHEREOF, Niblock Construction Co., Inc., has caused these presents to be executed by its President and attested by its Secretary, this the 25th day of June, 1984.

NIBLOCK CONSTRUCTION CO., INC.

BY: Richard C. [Signature]
President

ATTEST:
Arden J. [Signature]
Asst. Secretary

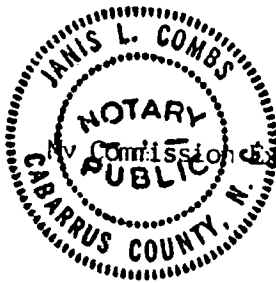
(corporate seal)



NORTH CAROLINA
Cabarrus COUNTY

I, Janis L. Combs, a Notary Public in and for said County and State, do hereby certify that Arlene T. Lambert personally appeared before me this day and acknowledged that she is the ^{Assistant} ~~Secretary~~ of Niblock Construction Co., Inc., a corporation, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its ^{Assistant} ~~Secretary~~.

Witness my hand and notarial seal, this the 25th day of June, 1984.



Janis L. Combs
Notary Public

Commission Expires: 9-6-87

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NORTH CAROLINA
CABARRUS COUNTY

The foregoing certificate(s) of Janis L. Combs a Notary Public of Cabarrus County, State of North Carolina, is (are) certified to be correct according to law.

* * *

Filed for registration on the 25th day of June, 1984, at 4:39 PM o'clock PM, and duly recorded in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Deed Book 575 Page 767

JAMES O. BONDS
REGISTER OF DEEDS

BY: Pauline C. Leigh, asst
Deputy

ROBERT M. CRITZ
ATTORNEY AT LAW
KANNAPOLIS, N. C. 28081