

PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE SUBDIVISION OF
ZEMOSA ACRES

NORTH CAROLINA
CABARRUS COUNTY

KNOW ALL MEN BY THESE PRESENTS that Franklin C. Niblock, Jr., and wife, Mary Louise W. Niblock, owners of the property hereinafter described, do hereby agree and covenant with all other persons, firms, and corporations now owning or hereafter requiring any property in ZEMOSA ACRES, located on the south side of Highway No. 73 in Cabarrus County, North Carolina, as surveyed and platted by James C. Kiser, Jr., R.L.S., July 12, 1979, 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 40,000 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 1200 square feet of heated area with reference to a structure of more than one

ROBERT M. CRITZ
ATTORNEY AT LAW
KANNAPOLIS, N. C. 28061

*File:
Same*

(1) story. Total heated area of a structure of more than one (1) story shall be no less than 2200 square feet.

4. Building Location: No building shall be located on any lot nearer than 60 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 lines so as to provide for minor violations thereof.

In the event that there is an unintentional violation of any of the building line restrictions herein set forth, Franklin C. Niblock, Jr. and wife, Mary Louise W. Niblock, reserve the right, by and with the consent of the owner at that point in time of such lot or lots, to change the building line restrictions set forth herein; provided, however, that such change does not exceed ten percent (10%) of the marginal requirements of each building line restriction.

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.

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6. Workmanship: No structure shall be erected on any lot unless same is of quality workmanship and constructed of high grade materials. 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, except that small storage buildings may be erected in the rear of the said lot or lots so long as they are maintained so as not to be offensive or unsightly; provided, however, that before any such outbuilding shall be erected, placed, or altered on any lot, the plans and specifications and the location of same must be approved in writing by the undersigned owners, their heirs and/or assigns.

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 nine (9) 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, or to provide access to and from properties located in Zemoso Acres 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.

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 Refuge: No lot shall be used or maintained as a disposal for refuge. 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.

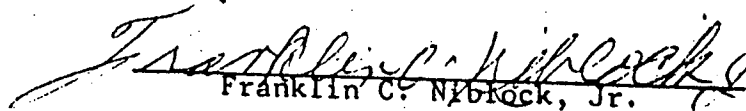
19. Period of Effect: These protective covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of thirty (30) years from the date hereof, at which time said covenants shall be extended automatically for successive periods of ten (10) years unless revoked by a vote of a majority of the then owners of said lots.

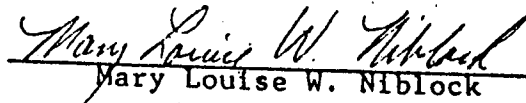
20. Enforcement: If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate

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 effect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said Franklin C. Niblock, Jr., and wife, Mary Louise W. Niblock, have hereunto set their hands and seals, this the 29th day of August, 1979.

 (SEAL)
Franklin C. Niblock, Jr.

 (SEAL)
Mary Louise W. Niblock

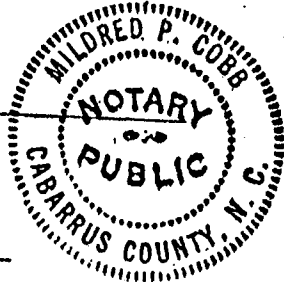
NORTH CAROLINA

Cabarrus COUNTY

I, Mildred P. Cobb, a Notary Public in and for said County and State, do hereby certify that Franklin C. Niblock, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants and Restrictions for the Subdivision of Zemosa Acres.

WITNESS my Hand and Notarial Seal, this the 30th day of August, 1979.

Mildred P. Cobb
Notary Public



My Commission Expires: March 27, 1983

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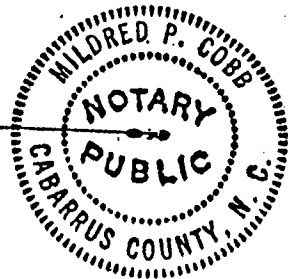
NORTH CAROLINA

Cabarrus COUNTY

I, Mildred P. Cobb, a Notary Public in and for said County and State, do hereby certify that Mary Louise W. Niblock personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants and Restrictions for the Subdivision of Zemosa Acres.

WITNESS my Hand and Notarial Seal, this the 30th day of August, 1979.

Mildred P. Cobb
Notary Public



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NORTH CAROLINA
CABARRUS COUNTY

The foregoing certificate of William P. Cobb, a Notary Public
of Cabarrus County, State of North Carolina, ^{is} ~~is~~ certified
to be correct according to law.

* * *

Filed for registration on the 31st day of August,
1979, at 4:39 o'clock P.m., and duly
recorded in the Office of the Register of Deeds for Cabarrus
County, North Carolina.

JAMES O. BONDS, REGISTER OF DEEDS
CABARRUS COUNTY, NORTH CAROLINA

By: Linda J. McAlister
Deputy Asst.