

The above property is subject to the following conditions and restrictions:

- (1) The above property shall be used for residential purposes only; no crop allotment shall pass with this property, and the Parties of the Second Part agree to sign any and all documents required by any branch of the government to effect this.
- (2) The above lot herein conveyed shall not be sub-divided without the written consent of the Parties of the First Part, their heirs, assigns, or devisees.
- (3) No dwelling may be located on the herein conveyed lot nearer than 35 feet to any front lot line (street right-of-way) or nearer than 35 feet to any side street line.
- (4) No dwelling may be located nearer than 15 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located more than 110 feet from the front lot line.
- (5) No dwelling may be located on any interior lot nearer than 40 feet to the rear lot line.
- (6) No dwelling may be erected, altered, placed, or permitted to remain on the herein conveyed lot other than one detached single family dwelling not exceeding two and one-half (2-1/2) stories in height and the ground floor area of the dwelling shall contain not less than 1250 square feet in case of a one story dwelling and not less than 1000 square feet for a dwelling of more than one story.
- (7) For the purposes of (3), (4), (5), and (6) above, eaves, steps, open porches and carports shall not be considered as a part of the dwelling.
- (8) No dwelling (or other structure permitted by these Restrictions) shall be erected, altered, placed or permitted on the property hereby conveyed until the plans and specifications for such have been submitted to and approved in writing by Victor E. Hedrick, or in the event of his death, disability, or absence, by his executor, administrator, devisee or heir, or duly authorized agent or assignee. Such approval shall not be unreasonably withheld and is for the purpose of maintaining architectural continuity in the interest of the orderly development of Kerr Lake Estates.
- (9) No trailers shall be permitted to be used as a residence or dwelling and no objectionable out buildings shall be constructed on the herein conveyed lot. It being understood this does not prohibit the erection of a garage or other building which does not detract from the dwelling.
- (10) No animals, livestock, or poultry of any kind shall be raised or bred on the herein conveyed lot, except that dogs, cats, or any other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
- (11) No noxious or offensive activity shall be carried on upon the herein conveyed lot, nor shall anything be done on the land herein conveyed which may be or may become an annoyance or a nuisance to other properties now owned by the Parties of the First Part or to the neighborhood.
- (12) No part of the property herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and the same shall not 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.
- (13) No water supply system for human consumption or sewage disposal system shall be permitted on the lot herein conveyed unless the location, construction, and design are in full compliance with requirements, standards, and recommendations of the Vance County Health Department and North Carolina State Board of Health.
- (14) These Restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of this Deed and cannot be altered or changed prior to that date without the written consent of the Parties of the First Part, their heirs, assigns, or devisees. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect. The enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

And the said Victor E. Hedrick and Mildred F. Hedrick covenant with the said Parties of the Second Part, their heirs and assigns, that they are seized of said premises in fee and have the right to convey in fee simple; that the same are free and clear from all encumbrances, except the above covenants and conditions, and that they will warrant and defend the said title to the same against the claims of all persons whatsoever.

LAW OFFICES
ZOLICOFFER & ZOLICOFFER
NEWBERN, N. C.

IN TESTIMONY WHEREOF, the said Victor E. Hedrick and wife, Mildred F. Hedrick, have hereunto set their hands and seals, this the day and year first above written.

Victor E. Hedrick (SEAL)
Victor E. Hedrick

Mildred F. Hedrick (SEAL)
Mildred F. Hedrick

STATE OF NORTH CAROLINA
COUNTY OF VANCE

The execution of the foregoing Deed was this day acknowledged before me by Victor E. Hedrick and wife, Mildred F. Hedrick, for the purposes therein expressed.

Witness my hand and notarial seal this the 17 day of May 1966.

Ann M. Ellis
Notary Public
My commission expires:
7-31-66

North Carolina Vance County
The foregoing Certificate of Ann M. Ellis
Notary Public
of VANCE county is adjudged
to be correct and sufficient. Let the instrument with
the certificates be registered. Witness my hand this
17 day of May 1966.
Harold R. St. John
Clerk Superior Court

Filed for Registration at 3:30 o'clock
P.M. May 17, 1966 and
Registered in the Office of the Register
of Deeds of Vance County, North Carolina,
in Book 427 Page 515
H. M. Robinson
Register of Deeds

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ZOLICOFFER & ZOLICOFFER
NEWBERN, N. C.