

NORTH CAROLINA

VANCE COUNTY

THIS AGREEMENT made and entered into this 16th day of ~~May~~^{June}, 1976, by and between Real Estate Developers, Inc., a North Carolina corporation, having its principal place of business in the City of Oxford, Granville County, North Carolina, Willis L. Matthews and wife, Patricia A. Matthews, of Vance County, North Carolina, Jerry W. Allen and wife, Linda F. Allen, of Vance County, North Carolina, and William C. Hardee and wife, Yvonne D. Hardee of Vance County, North Carolina; and James M. Carmichael, III and wife, Jane F. Carmichael of Vance County, North Carolina;

W I T N E S S E T H:

THAT WHEREAS, the parties hereinabove named are the owners of all of the lots in a certain subdivision known as Hunter's Ridge Subdivision, Phase I, situate in Watkins Township, Vance County, North Carolina, plat of which subdivision is recorded in Plat Book T, at page 338, in the office of the Register of Deeds, Vance County, North Carolina;

AND, WHEREAS, all of the lots in said subdivision were subjected to certain restrictive covenants under deed from R. A. Southerland, et ux et al, to Real Estate Developers, Inc. dated December 28, 1973, and duly recorded in Deed Book 492, at page 226, in the office of the Register of Deeds, Vance County, North Carolina;

AND, WHEREAS, the parties hereto, as owners of all of the lots in said subdivision, deem it desirable for the future protection and general welfare of said subdivision to make certain modifications to the restrictive covenants now applicable to said subdivision;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties as hereinafter set forth, the parties hereto agree that all restrictive covenants applicable to Hunter's Ridge Subdivision, Phase I, as shown on plat recorded in Plat Book T, at page 338 in the office of the Register of Deeds, Vance County, North Carolina, be, and the

See Grant Agreement recorded in Book 527, Page 385.

same are hereby rescinded, and in substitution therefore, the parties hereto agree that the following conditions and restrictions shall hereafter apply to all of the lots described on said recorded plat of the subdivision, which covenants shall run with the land and the lots in said subdivision:

1. 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 single family residence and its customary accessory buildings and uses. No duplex houses, apartments, commercial or industrial buildings shall be constructed on any such lot. This shall not be interpreted to preclude the provision of servant's quarters or rooms incidental to residence and garage structure.
2. No residence can be erected on less than one lot and no lot, as shown on the recorded plat, shall be subdivided except the unnumbered lot shown on said recorded plat may be subdivided in the future to no more than two lots by Real Estate Developers, Inc., and except further, that two lot owners may subdivide a lot lying between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot; provided further, that adjoining property owners may adjust a common boundary line by the sale or exchange of property by such owners, so long as such sale or exchange conforms in all respects with the zoning ordinances having jurisdiction and all other provisions of these restrictive covenants.
3. No single family dwelling shall be built, erected, altered or used unless the main body of the structure, exclusive of garages, porches, breeze-ways, stoops and terraces, shall contain at least 1600 square feet of floor space in the main body of the house if the structure is a one-story building or at least 1800 square feet of floor space in the main body of the house if the structure is a two-story building, or at least 1800 square feet of floor space in the main body of the house if the structure is a split-level building, exclusive of basements, garages, porches, breeze-ways, stoops and terraces. Said measurements to be measured from outside wall lines.
4. No building or part of a building other than steps, overhanging eaves or cornices shall extend nearer to the front property line than 50 feet and no building shall be located on any lot nearer than 25 feet to an interior lot line or side street line, and further, no dwelling shall be located on any lot in the subdivision nearer than 35 feet to the rear lot line.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a temporary or permanent residence.
6. No cattle, swine or goats may be kept on any homesite or reserved area, but limited numbers of horses, dogs and cats may be kept on homesite under reasonable regulations of control and sanitation, provided they do not become a nuisance to other owners in the development, and further provided that they are not kept, bred or maintained for any commercial purpose.
7. Where no municipal or other properly engineered and constructed sewerage line is available, all sewage disposal shall be by septic tank meeting the approval of the North Carolina State Board of Health until such time as municipal or other properly engineered and constructed sewerage disposal is available.
8. Garbage containers will be concealed from public view.
9. No truck or other commercial vehicle having a capacity larger than three-quarters (3/4) of a ton shall be parked on premises or streets within this subdivision for other than visit.
10. No dwelling of any kind shall be erected, placed *here* on any lot in the subdivision, until the building plans and specifications shall have been approved by Real Estate Developers, Inc. or its designee, in writing, as to conformity in size, type and quality, and as to harmony of design with previous or existing dwellings in the subdivision, but it is agreed that such approval shall not be unreasonably withheld.
11. These covenants, conditions and restrictions shall remain in full force and effect through December 31, 2000, after which said covenants shall be automatically extended for successive periods of ten years unless by vote of three-fourths of the then owners of the lots in the area it is agreed otherwise.
12. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the individual parties hereto have set their hands and seals, and the corporate party hereto has caused this instrument to be executed by its duly authorized officers and its corporate seal affixed, all by order of its Board of Directors, first had and obtained, this the day and year first above written.

James M. Carmichael III (SEAL)
James M. Carmichael, III
Jane F. Carmichael (SEAL)
Willis L. Matthews (SEAL)
Patricia A. Matthews (SEAL)
Patricia A. Matthews
Jerry W. Allen (SEAL)
Jerry W. Allen
Linda F. Allen (SEAL)
Linda F. Allen
William C. Hardee (SEAL)
William C. Hardee
Yvonne D. Hardee (SEAL)
Yvonne D. Hardee

REAL ESTATE DEVELOPERS, INC.

By: John R. Bryan Jr
President

Attest:

John R. Bryan Jr
Secretary

NORTH CAROLINA

VANCE COUNTY

I, Carl M. Parrott, a Notary Public
 in and for the State and County aforesaid do hereby certify that
 Willis L. Matthews and wife, Patricia A. Matthews, personally
 appeared before me this day and acknowledged the due execution
 by them of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6 day
 of May, 1976.

My commission expires:

Aug. 7, 1980

NORTH CAROLINA

VANCE COUNTY

I, Carl M. Parrott, a Notary Public
 in and for the State and County aforesaid do hereby certify that
 Jerry W. Allen and wife, Linda F. Allen, personally appeared
 before me this day and acknowledged the due execution by them
 of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6 day
 of May, 1976.

My commission expires:

Aug. 7, 1980