

NORTH CAROLINA

VANCE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That REAL ESTATE DEVELOPERS, INC., a Corporation, owner of the hereinafter described tract or parcel of land, does hereby covenant and agree to and with all persons, firms and corporations which may hereafter purchase, acquire or lease any lot or parcel of land in the property hereinafter described; that the following Restrictive Covenants shall be applicable to said property during the term hereinafter set forth:

1.

The tract or parcel of land which is the subject of these Restrictive Covenants is described as follows:

A certain tract or parcel of land situate in Vance County, North Carolina, and being more particularly described as follows:

BEGINNING at an iron pin in the north margin of U. S. Highway No. 158 Business, which iron pin is located S. 63° 33' W. 200 feet from the northwest corner of the intersection of U. S. Highway No. 158 Business and Country Club Drive; thence with the north margin of said U. S. Highway No. 158 Business S. 63° 33' W. 82.25 feet to an iron pin, S. 58° 22' W. 342.73 feet to an iron pin, S. 52° 33' W. 700 feet to an iron pin, and S. 52° 24' W. 399.68 feet to an iron pin; thence leaving the north margin of said U. S. Highway No. 158 Business N. 50° 35' W. 139.45 feet to an iron pin, N. 83° 57' W. 208.42 feet to an iron pin, N. 42° 07' W. 244.65 feet to an iron pin, N. 37° 28' W. 212.58 feet to an iron pin, N. 18° 27' W. 229.67 feet to an iron pin, and N. 60° 12' W. 63 feet to an iron pin in the line of Sunset Memorial Gardens, thence N. 15° 57' E. 859.16 feet to an iron pin, N. 63° 00' E. 28.63 feet to an iron pin, S. 26° 40' E. 545.98 feet to an iron pin, N. 62° 28' E. 150 feet to an iron pin, and N. 68° 58' E. 57.35 feet to an iron pin set in the northeast corner of the intersection of Lakeside Road and Woodland Road; thence with the north margin of Lakeside Road N. 69° 34' E. 152.4 feet; thence crossing said Lakeside Road S. 26° 42' E. 292.42 feet to an iron pin, N. 69° 12' E. 402 feet to an iron pin in the west margin of Woodland Road; thence with the west margin of Woodland Road N. 26° 57' W. 249.77 feet to an iron pin; thence crossing said Woodland Road N. 60° 21' E. 40.04 feet to an iron pin in the east margin of said Woodland Road; thence leaving the margin of said Woodland Road

N. 58° 01' E. 199.71 feet to an iron pin, S. 28 22' E. 238.2 feet to an iron pin, S. 81° 49' E. 87.3 feet to an iron pin, S. 1° 49' E. 100 feet to an iron pin, N. 79° 56' E. 181.22 feet to an iron pin, and S. 31° 31' E. 300.61 feet to an iron pin, the point and place of beginning, containing 34.88 acres, more or less, according to plat and survey prepared by William B. McIntyre, Civil Engineer, July 24, 1968, and being a portion of the property of the J. H. Brodie Heirs. This conveyance is subject to right of way for Lakeside Road as extended as shown on map made by William B. McIntyre, 8/1/68.

2.

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 within the area. This shall not be interpreted to preclude the provision of servant's quarters or rooms incidental to residence and garage structure.

3.

No residence can be erected on less than one lot and no lot as shown on the recorded plat shall be subdivided except 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 between such owners, so long as such sale or exchange conforms in all respects with the Zoning Ordinances of the City of Henderson, North Carolina, and all other provisions of these Restrictive Covenants.

4.

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 2000 square feet of floor space in the main body of the house if the structure is a one-story building or at least 2200 square feet of floor space in the main body of the house if the structure is a two-story building, or at least 2200 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.

5.

No building or part of a building other than steps, overhanging eaves or cornices shall extend nearer to the front property line than the building line shown on the recorded plat of Country Club Hills. In any event no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than thirty-five (35) feet to any side street line. No building shall be located nearer than twenty-five (25) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

6.

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 resident.

7.

No cattle, swine, goats, or horses may be kept on any home-site or reserved area, but limited numbers of 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.

8.

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.

9.

This conveyance is made and accepted subject to any easements or rights-of-way that may have been granted for power,

light and telephone lines and drainage facilities, or as shown on the recorded plat of Country Club Hills.

10.

Garbage containers will be concealed from public view.

11.

Driveways are to be paved with concrete, asphalt or comparable paving materials.

12.

No building, fence or other structure of any kind shall be erected, placed or altered on the property herein conveyed until the building plans, specifications, design and plot plan, showing the location of such building, fence, or structure thereon, shall have been approved by the grantor herein, or a person or persons designated by it, in writing, as to conformity, in size, type and quality, and as to harmony of design and location with proposed or existing structures in the area, and as to location of the building, fence or structure with respect to topography and finished ground elevation.

13.

It is expressly understood and agreed between the owners of Country Club Hills and all subsequent purchasers of lots therein that all conveyances of lots in Country Club Hills are made subject to the foregoing covenants, conditions, and restrictions, and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties buying lots in Country Club Hills. 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. These provisions may be amended at any time by the unanimous written agreement of the owners of real estate in this area. All owners of a single lot shall have one (1) vote.

14.

It is further stipulated and agreed that the owners of property in Country Club Hills and their heirs, successors or assigns, may enforce the above Restrictive Covenants and agreements by injunction and that this shall not be in exclusion of, but in addition to, other remedies available in law.

15.

Invalidation 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.

16.

No truck or commercial vehicle larger than 3/4 ton shall be parked on premises or streets within this subdivision for other than visit.

17.

Real Estate Developers, Inc. reserves the right to repurchase from the original grantee any lots sold which have not been built upon at the time that it is offered for resale for the original purchase price plus eight (8) percent per annum from time of purchase and within ten (10) years from date of said purchase.

IN TESTIMONY WHEREOF, Real Estate Developers, Inc., a Corporation, have executed these Restrictive Covenants of the Corporation, in the name of the Corporation, this the 6 day of April, 1923.

REAL ESTATE DEVELOPERS, INC.

By:

President

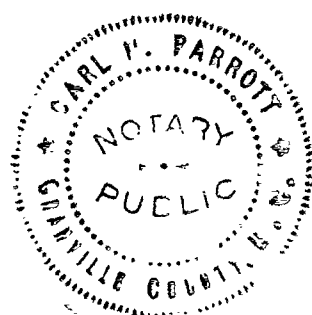
ATTEST:

SECRETARY

NORTH CAROLINA
GRANVILLE COUNTY

I, Carl M. Parrott, Notary Public in and for the State and County aforesaid, do hereby certify that on this day personally appeared before me John K. Nelson and acknowledged that he is the Secretary of Real Estate Developers, Inc, a North Carolina corporation, and that by the authority duly given and as the act of said corporation the foregoing instrument was duly signed in its name by its President, sealed with its corporate seal and attested by himself as Secretary.

Witness my hand and notarial seal, this 29 day of March 1973



Carl M. Parrott
Notary Public

My Commission expires: Aug. 7, 1975

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Carl M. Parrott, Notary Public of Granville County, N.C., is certified to be correct. This instrument was presented for registration and recorded in this office in Book 482, Page 78.

This the 10 day of April, 1973, at 3:45 o'clock P.M.

H.M. ROBINSON, REGISTER OF DEEDS

BY: Jane K. Dargatzis
Deputy Register of Deeds