

NORTH CAROLINA	)	<u>RESTRICTIVE COVENANTS</u>
	)	<u>FOR</u>
VANCE COUNTY	)	<u>WEST WOOD HILLS DEVELOPMENT</u>

VALLEY VIEW DEVELOPMENT CORP., a North Carolina corporation with its principal office and place of business at Henderson, Vance County, North Carolina, is the owner of the lots or parcels of land situated in Dabney Township, Vance County, North Carolina, and more particularly described as follows:

BEING that portion of the property of Valley View Development Corp. as shown on that certain plat of "West Wood Hills Subdivision, Property of Valley View Development Corp.", prepared by Triangle Engineering Associates, Inc., R.L.S., dated October 27, 1971, and duly recorded in Plat Book "T", page 98, Vance County Registry, to which plat reference is hereby made for more definite description.

LESS AND EXCEPTING from the above-described lands Lot No. 2 and Lot No. 4 on the hereinabove-mentioned plat, which lots have heretofore been conveyed subject to restrictive covenants.

For the purposes of creating and maintaining a quiet, restful and desirable development in which the improvements situated therein are generally consistent in design and motif, one with the other, and for the protection of the landowners who buy or build houses in said above-described development, Valley View Development Corp. does hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring any property in said above-described development, that all the lands or lots therein are subject to the following conditions, covenants and restrictions as to the use thereof, by whomever owned, to-wit:

1. No house and/or garage shall be located, built or maintained on any lot of the above-described land unless such house and/or garage shall have an exterior style or design commonly known as Traditional, Colonial or Early American. No house and/or garage shall be located, built or maintained on any lot until the plans and specifications for such house

and/or garage shall have been submitted to and approved by Valley View Development Corp. or its successors, assigns or duly authorized agent. Valley View Development Corp. or its successors, assigns or agent shall approve in writing the exterior design of said proposed structure, the location of the structure upon the lot, and the minimum square footage as set forth in paragraph 4 herein; and such written approval shall not be unreasonably withheld.

2. No lot shall be sold, nor dwelling built thereupon, in which the land area of said lot contains less than 20,000 square feet.
3. No building unit shall be used except for residential purposes. No structure shall be erected or allowed to remain on any lot except one detached single family dwelling not exceeding two and one-half stories in height, which may be used and occupied as a residence for a single family, together with an apartment to be occupied by members of the same family or domestic servants. There may also be located upon said lot a private garage which may include quarters for servants or the occupants of the dwelling or for storage facilities. However, there are specifically excepted from the provisions of Restriction No. 3 those two lots designated as Lots No. 20 and 19 which have been set aside as the office of Valley View Development Corp. and a "country store" to be built in said development; and as to these two lots, this restriction has no force or effect.
4. No building shall be permitted on any lot which has a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than

- 1400 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.
5. No building shall be located on any lot nearer than 35 feet from the right of way line of any road, or nearer than 15 feet from a side lot line. For the purposes of these covenants, the eaves, steps, open porches and closed garages attached to the house shall be a part of the building and are not allowed within the above-described distances; but paved or unpaved drive-ways shall not be considered a part of the building and therefore the distance limits would not apply to said drive-ways.
 6. No structure of a temporary character such as a trailer, tent, basement, shack, garage, barn or other building shall be used or occupied on any building unit at any time as living quarters either temporarily or permanently. No mobile home shall be allowed, whether attached to the real property or not.
 7. No open carport, which has an opening facing the front of the house or the front of the street, shall be built or maintained on any of the lots described in the property covered by these covenants. That is to say: all carport walls shall be closed on the front street side and any entrance thereto shall either face a side lot line or a rear lot line. Enclosed garages with openings facing the front of the house or the front street shall be allowed if garage doors are provided for said openings.
 8. No storage house, doghouse, animal pen or outbuilding shall be located, built or maintained on any lot without the prior written approval of Valley View Development Corp., or its successors, assigns or agent. Such

written approval shall include approval of both the exterior design of any such structure as well as the location of the structure upon the lot; however, approval shall not be unreasonably withheld.

9. No lot shall be used or maintained as a dumping ground for rubbish, and no junk automobile shall be allowed upon said property. Trash, garbage, or other waste shall not be kept except in sanitary containers.
10. No form of waste from any sewer, septic tank, drainage from utility appliances, nor any other form of harmful waste products shall be allowed to drain from any lot into Lake Lucy, Ruin Creek, or any tributaries of said Lake or Creek.
11. No animals, livestock or poultry, except household pets held for non-commercial purposes, shall be raised, bred or kept on any lot.

These conditions, restrictions and covenants shall run with the land hereinabove described and are binding on the parties hereto and any persons claiming under them.

If any owner of the lands hereinabove described shall violate or attempt to violate any of the conditions, restrictions or covenants contained herein, it shall be lawful for any owner of a part of the property herein described to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of said covenants, restrictions or conditions and either prevent him from doing so or recover damages for the violation.

The invalidation of any one of these covenants, restrictions, or conditions, by judgment of any court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Valley View Development Corp.

has caused this instrument to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its Secretary this the 28th day of June, 1972.

VALLEY VIEW DEVELOPMENT CORP.

BY: J. N. Needham Pres.
President



C. S. Kirkland, Secy.
Secretary

NORTH CAROLINA

VANCE COUNTY

I, Jane White Jones, a Notary Public, certify that Charles S. Kirkland, Secretary of Valley View Development Corp., personally came before me and this day acknowledged that he is the said Secretary, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, J. N. Needham, sealed with its corporate seal, and attested by himself as its Secretary.

This the 28th day of June, 1972.



Jane White Jones (SEAL)
Notary Public

My Commission Expires: March 4, 1976

STATE OF NORTH CAROLINA, VANCE COUNTY.

The foregoing certificate of Jane White Jones, Notary Public of Vance County, N. C., is certified to be correct. This instrument was presented for registration and recorded in this office in Book 474, Page 383.

This 28th day of June, 1972 at 2:50 o'clock P. M.

H. M. ROBINSON, REGISTER OF DEEDS

By Anne T. Bo
Deputy Register of Deeds