

THIS PURCHASE AGREEMENT AND ANY CONVEYANCE
MADE HEREUNDER IS SUBJECT TO THE FOLLOWING
BELOW-LISTED COVENANTS AND RESTRICTIONS :

1. This lot or parcel of land shall be used for single-family residential purposes only, and is to be occupied by the Owners, and no building shall be erected, placed or permitted to remain on said lot or parcel other than one single-family structure with appurtenant buildings, not to exceed two stories in height from the ground.
2. No outbuilding shall be constructed or erected on this lot or parcel except as necessary and incidental to the residential use of said lot or parcel(s).
3. Duplexes, housetrainers, or any other type of rental property is hereby expressly prohibited on any lot or parcel of land.
4. There shall be no outside toilets constructed or maintained on this lot(s) or parcel(s), and sewage disposal shall at all times, meet with the approval of the N.C. State Board of Health.
5. No structure of any type having a commercial purpose shall be constructed or erected on this lot(s) or parcel(s) of land either permanently or temporarily, and no subdivision of the present lot(s) or parcel(s) shall be undertaken in any way so as to reduce the present size of said residential lot(s) or parcel(s).
6. No residence shall be located nearer the margin of the street on which it fronts than fifty feet. No building, except a detached garage or other outbuilding used in connection with the residence and which is located entirely within the rear thirty feet of said lot or parcel shall be closer than ten feet to any interior side lot line.
7. No noxious or offensive trade or activity shall be carried on upon said lot(s) or parcel(s) or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
8. The penning, sheltering or maintaining of any poultry or livestock of any kind whatsoever on this lot(s) or parcel(s) of land is expressly and specifically prohibited and shall not be so maintained. Further, the penning or sheltering of hunting dogs is expressly prohibited.
9. No temporary shacks shall be built on this lot(s) or parcel(s) of land.
10. There shall be no dwelling house constructed on the lot(s) or parcel(s) of land which is less than 1,200 square feet in size, exclusive of decks and porches.
11. No junk cars or other bulk trash of any kind shall be maintained or allowed to remain on the property in question.

12. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them.

13. Invalidation of any one of these covenants by judgment, court order or statute shall not affect any of the other provisions hereto which shall remain in full force and effect.

14. No trees larger than four inches in diameter shall be cut, uprooted or otherwise taken off and from the land in question except as absolutely necessary and essential for the construction of the dwelling home, outbuildings, driveways, walkways, et cetera.

No tree larger than eighteen inches in diameter shall be cut, uprooted or otherwise taken off and from the land under any conditions without the express written permission of the grantors or their agent, John R. Hughes, beforehand. The violation of this restrictive covenant will automatically result in the liability on the part of those persons responsible for the said cutting or uprooting of trees in liquidated damages to the said grantors in the amount of \$200.00 in the case of trees larger than four inches in diameter but less than eighteen inches in diameter and in the amount of \$1000.00 in the case of trees eighteen inches in diameter or larger.

15. At least twenty per cent (20%) of the lot or parcel of land in question shall be maintained in its natural condition, except as absolutely essential for the construction or maintenance of necessary appurtenant buildings to the dwelling home, and in the case of lots or parcels of land which abut or adjoin other subdivided lots or parcels on the rear (along the rear lot line) then this natural preserved area shall be contiguous to and with the rear lot line.

16. All house plans proposed to be constructed in the neighborhood and on this lot(s) or parcel(s) of land shall be submitted for approval, to the grantors or their agent, John R. Hughes, or to a duly organized property owners association when formed, with front and rear elevations, not less than ninety days prior to the proposed start of construction. The construction of ultra-modern and period homes is not in accord with the planned community. Construction of colonial and rustice exteriors is encouraged as being amenable to the planned concept.

17. It is the hope of these grantors that your neighborhood can be developed with the view to recreating the quaint and easygoing quality which existed in small southern farming towns and communities after the Civil War but just before the turn of the century, with split rail fencing, grassy glades, native forests, fresh springs, rolling farmland, abundant wildlife and homes ranging from rustic board and batten siding to manor houses of colonial brick. For this purpose, the use of bright and mixed pastels (yellows, pinks, bright greens and blues) in paints and finishes on the exterior will be prohibited. The use of subdued colonial colors is encouraged. The use of paint washes is encouraged.

18. The shooting or taking of wild poultry and game in the subdivision on this or any other parcel of land is prohibited.