

FILED
DOLLIE B. BURWELL
REGISTER OF DEEDS
WARREN CO.

NORTH CAROLINA :
WARREN COUNTY :

BY SA

RESTRICTIVE COVENANTS FOR DEERFIELD SUBDIVISION
PHASE IV

KNOW ALL MEN BY THESE PRESENTS that JAMES L. HILL and Wife, NINA G. HILL, being the owners of those certain lots or parcels of land designated Deerfield Subdivision, Phase IV in the Sandy Creek Township, Warren County, said property being of record in Plat Book 23, Pages 94 and 95, in the Warren County Registry, do hereby covenant and agree to and with all persons, firms and corporations which may hereafter purchase or acquire any of the above-referenced property the following:

1. RESIDENTIAL USE: All lots in the above-described property are intended to be used primarily for residential purposes. Any house constructed on a lot in Deerfield Subdivision must have a minimum of Eight Hundred (800) square feet of heated living space. Mobile homes with a minimum dimension of 14 x 60 may be placed on a lot in the Subdivision provided that all mobile homes shall be underpinned with a factory-made underpinning of suitable materials and workmanship.

Any detached shop, store or commercial structure shall not be erected on property within this Subdivision prior to construction of a residential dwelling. All such buildings shall be situated entirely behind the residential dwelling.

No noxious or offensive trade nor activities shall be carried on on any lot in the Subdivision, nor shall anything be done thereon or on pedestrian easement that shall be or become an annoyance or nuisance to the neighborhood.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a temporary residence except during the construction period of a permanent residential dwelling.

2. NUMBER OF DWELLINGS ON EACH LOT: Only one single family dwelling and replacements thereof shall be built on Lots 1, 2, 6, 7, 8, 9 and 10. Lots 3, 4, 5, and 11 may be subdivided upon the condition that no single family dwelling and contiguous outbuildings may be placed on a subdivided lot of less than Two acres.

3. SETBACKS: No building or part of a building other than steps, overhanging eaves, or cornices shall extend nearer to the front and side property line than the building lines shown on the recorded plat of Deerfield Subdivision. In any event, no building shall be located on any lot nearer

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than Fifty (50) feet to any road front property line. No building shall be located nearer than Ten (10) feet to an interior lot line.

4. ROAD MAINTENANCE: The lots in Deerfield Subdivision Phase IV shall be conveyed and accepted subject to a recorded road maintenance agreement of record in Book 527, page 333, Warren County Registry.

5. ANIMALS: Animals, swine, livestock or poultry of any kind may be raised, bred or kept on the property herein conveyed, provided that they are kept One Hundred Twenty Five (125) feet from the road and/or front property line and further that they shall not become a nuisance to other owners in Deerfield Subdivision.

6. EASEMENTS: The lots in Deerfield Subdivision will be conveyed 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 Deerfield Subdivision.

7. AUTOMOBILES: No automobiles, trucks or other motor vehicles without current license plates shall be permitted upon said premises unless said automobiles or trucks are kept One Hundred Twenty Five (125) feet from the road and/or front property line or kept in an enclosed area. The purpose of this covenant shall be to prevent the storage of unused or abandoned vehicles in an unsightly manner upon any lot.

8. SCREENINGS: Boats, travel trailers, clotheslines, garbage cans and trash, pet runs and pet enclosures and similar items shall be discreetly screened from view from the street and adjoining lots.

9. OFF-STREET PARKING OF VEHICLES: Each lot owner shall be responsible for providing adequate off-street parking for all automobiles and other vehicles of every kind and nature owned by the lot owner or any member of the lot owner's household. Concrete or corrugated metal driveway pipe shall be required for all driveway entrances from the roadways of the Subdivision. Occupants' vehicles shall not be parked in the streets or rights-of-way adjoining lots in the Subdivision.

10. MAINTENANCE OF THE LOTS: Each owner within the development shall maintain and preserve his lot in a clean, orderly, and attractive appearance within the spirit of the development. Maintenance and preservation of the lot shall include, for example, the trimming of shrubs and the mowing of grass.

11. SIGNS: No signs or billboards of any

description which exceed Nine (9) square feet in size shall be displayed on the property herein conveyed.

12. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear Ten (10) feet and each side Five (5) feet of the property herein conveyed. Within these easements, no structure, planting or material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements are on property herein conveyed and all improvements in them shall be maintained continuously by the property owners, except for those improvements for which a public authority or utility company is responsible.

13. DURATION OF COVENANTS: These provisions may be amended at any time by written agreement of Two-Thirds (2/3) of the owners of real estate in Deerfield Subdivision. All owners of a single lot shall have one vote for purposes of this paragraph.

These covenants are to run with the land and shall be binding on all parties and all owners of lots in Deerfield Subdivision, Phase IV, until January 1, 2018. Subsequent to January 1, 2018, these covenants shall be automatically extended for Eight (8) successive periods of Ten (10) years each unless changed or modified by a vote or agreement of Two-Thirds (2/3) of the lot owners then covered by these covenants. No change shall be effective unless and until a properly acknowledged document accomplishing these changes is recorded in the Office of the Register of Deeds of Warren County, North Carolina.

14. REMEDIES AVAILABLE FOR VIOLATION: All subject owners of this property, their heirs, assigns, or successors in interest, shall have a lawful right to enforce these covenants and to bring appropriate actions in law for equity to remedy the violation of these restrictions. The invalidation of one or more of these restrictions shall not affect the validity of other provisions contained herein.

15. RUN WITH THE LAND: The foregoing conditions shall run with the land and shall be binding upon all purchasers of the aforementioned property, their heirs, assigns and successors in interest, from the date of execution through January 1, 2018 and for successive periods as provided herein.

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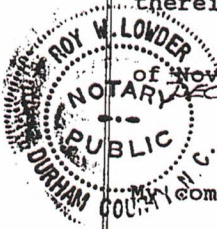
IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, this the ____ day of November, 1991.

James L. Hill (SEAL)
James L. Hill

Nina G. Hill (SEAL)
Nina G. Hill

STATE OF NORTH CAROLINA, COUNTY OF Durham

I, a Notary Public in and for said County and State, do hereby certify that James L. Hill and wife, Nina G. Hill, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.



Witness my hand and Notarial Seal, this the 3rd day of November, 1991

Roy W. Lowder
Notary Public

My commission expires: SEPT. 14, 1994

North Carolina - Warren County,
The foregoing Certificate of Roy W. Lowder
A Notary public of Durham Co., N. C. is
Certified To Be Correct, Recorded On Dec 5
19 91, At 4:50 O'clock P M
Book _____ page _____

Jolie B. Buwell
Register of Deeds

By: Bonnie Harris,
Deputy