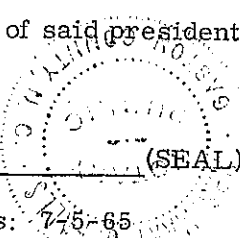


691

poration, and that he, the said J. G. Jackson, Jr., is the secretary of the said corporation and saw the said president sign the foregoing instrument and saw the said common seal of said corporation affixed to said instrument by said president, and that he, the said J. G. Jackson, Jr., signed his name in attestation of said instrument in the presence of said president of said corporation.

*Mary J. Falls*  
Notary Public  
My commission expires: 7-5-65



NORTH CAROLINA: GASTON COUNTY  
The foregoing certificate of *Mary J. Falls* on the *4* day of *June* 19 *64*  
a Notary Public of the County of *Gaston* and Recorded and Verified in the office of the Register  
State of *N.C.* is a true and correct copy of the original of said instrument as the same appears from the records of the Register of Deeds of Gaston County, N. C.  
correct. Let the instrument, with certificate(s) be registered  
Witness my hand, this *4<sup>th</sup>* day of *June* this *15* day of *June* 19 *64*  
*Patricia F. Baker* *Baird L. McLean Jr.*  
Assistant, Clerk Superior Court Register of Deeds  
*By Ruth S. Owen, Assistant*

PROTECTIVE COVENANTS  
VINTON WOODS SUBDIVISION  
DALLAS, N.C.

NORTH CAROLINA  
GASTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Chas. A. Harrison, Inc., of Gastonia, N.C., does hereby covenant and agree to and with all persons, firms, and corporations hereafter acquiring any of the property hereinafter described as lots No. One thru Thirteen (1-13) of Block "A", Lots No. One thru Eighteen (1-18) of Block "B" inclusive, Lots No. One thru Sixteen (1-16) of Block "C" inclusive, and Lots No. One thru Thirteen (1-13) of Block "D", as shown on map or plat of same made by Harrison Engineering Company, Registered Engineers and Surveyors, which said map or plat is recorded in the office of the Register of Deeds for Gaston County, N.C., in Plat Book 18, at Page 54, identified as Section 1, Map 1, Vinton Woods Subdivision, to which plats reference is hereby made, that said lots are subject to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to-wit:

692

1. These covenants are to run with the land, and shall be binding to all parties and persons claiming under them for a period of 3 years from date that these covenants are recorded, and after which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of owners of the majority of the lots it is agreed to change said covenants in whole or in part.

2. All lots in the aforementioned tract, as laid out on said maps hereinabove referred to, shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot except as hereinafter set forth.

3. No residential dwelling shall be erected or placed on any lot having a width of less than 75 feet at the front building line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except a residence may be built on Lot 13 of Block "A", Lots 2, 12, 8, & 13 of Block "B", and Lots 10 of Block "C".

4. No residential dwelling shall be erected on any lot at a cost of less than \$7500.00, based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of materials and workmanship substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 720 square feet for a one-story, two bedroom, single unit dwelling, nor less than 816 square feet for a one-story, three bedroom single unit dwelling, nor less than 720 square feet for a single unit dwelling of more than one story.

DIVISION OF  
ALABAMA WOODS REDEVELOPMENT  
ENHANCEMENT COASTAL

5. No building shall be located on any lot nearer than 30 feet to the front lot line, nor shall be nearer than 20 feet to any side street line, nor nearer than 8 feet to an interior lot line; and no building, except a detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 5 feet to any sideline. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the building to encroach upon another lot.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. In addition, all lots where natural drainage occurs, or where drainage pipes have been installed, are subject to a drainage easement sufficient to properly take care of drainage. No dwelling or outbuilding shall be erected over any area reserved above, nor shall any property owner change or alter such reserved areas in any manner that would or could change the drainage plan.

7. No fence or wall, more than three feet in height, shall be erected, constructed or placed on any lot nearer to any street than the minimum setback line.

8. If any residence or other building is placed on more than one lot, then the combination of said lots shall be considered as one lot and subject to all restrictions, as herein set forth.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. 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 residence either temporary or permanently.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property during the construction and sales period, and such signs as the developer may erect and use during the period of development and construction.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. If the parties hereto, or any of them or their heirs or assigns, shall violate or shall attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other damages or dues for such violation.

14. 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.

15. Nothing herein shall be construed as imposing any covenant or restrictions on any other property of the undersigned other than those appearing of record.

16. In the event of the unintentional violation of any of the building line restrictions herein as set forth in paragraph 5, Chas. A. Harrison, Inc., reserves the right by and with the mutual written consent of the owner or owners for the time being of the lot or lots affected thereby to change such restrictions accordingly; provided, however, that such change shall not exceed 10% of the marginal requirement of such building line restrictions.

IN WITNESS WHEREOF, said Chas. A. Harrison, Inc., has caused this instrument to be executed in its name by its President, its corporate seal to be hereto affixed and attested by the Secretary all by order of the Board of Directors duly authorized; this 30th day of December, 1963.

CHAS. A. HARRISON, INC.

By Charles A. Harrison  
C.A. Harrison, President

Betty W. Harrison, Secretary

NORTH CAROLINA, GASTON COUNTY

This 30th day of December, 1963, personally came before me, Dixie Keglèy Marlowe, a Notary Public, Charles A. Harrison, who, being by me duly sworn, says that he is President of the CHAS. A. HARRISON, INC. and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of said Corporation, and that said writing was signed and sealed by him in behalf of said Corporation by its authority duly given. And the said Charles A. Harrison acknowledged the said writing to be the act and deed of said Corporation.

Witness my hand and notarial seal, this the 30th day of December, 1963.

Dixie Keglèy Marlowe  
Notary Public

My Commission Expires October 24, 1965

NORTH CAROLINA - GASTON COUNTY

The foregoing certificate of Dixie Keglèy Marlowe a Notary Public of the County of Gaston State of North Carolina is adjudged to be correct. Let the instrument, with certificate(s), be registered

Witness my hand, this 4th day of June, 1964.

Clara A. Clure  
Assistant, Deputy, Clerk Superior Court

Filed for registration at 2:57 o'clock P. M. on the 4th day of June 1964 and Recorded and Verified in the office of the Register of Deeds of Gaston County, N. C.

In Book 862 Page 691

This 5 day of June 1964

Banks L. McQueen, Jr.  
Register of Deeds  
By Ruth S. Owen, Assistant