

For Amendment to restrictions

See Book 586 pg. 361.

This August 26th, 1976.

For Modification of Restrictions

See Book 610 Page 200.

5-2917

Thatcher R. Jordan, Register of Deeds

By: Patsy J. McDonald, Deputy

(100 ft. Radius Well Easement)

BOOK 572 PAGE 198

For Withdrawal from DEDICATION SEE

Book 848 Page 377. THIS 7th day of April, 1994.

Patsy J. McDonald, Register of Deeds

By: Justice E. Sargant, Deputy

SEE ALSO BOOK 848 PAGE 375 384

RESTRICTIONS

NORTH CAROLINA See also Book 848 Page 379
+ Book 848 Page 384
RICHMOND COUNTY 9 Book 848 Page 561

Know all men by these presents:

That McCaskill Industries, Inc. does hereby covenant and agree to and with all other persons, firms, or corporations hereafter acquiring property in the area hereinafter described, that all the lots shown upon the amended map of "Country Club Estates", which is recorded in the office of the Register of Deeds of Richmond County, North Carolina in Plat Book No. 16 at page 48, and now owned by McCaskill Industries, Inc., are hereby subjected to the following restrictions as to the use thereof, running with said properties for whomsoever owned, to wit:

1. Land Use and Building Type: No structure shall be erected, altered, placed, or permitted to remain on any lot other than for use of a single family dwelling, with a private garage for not more than three (3) automobiles and an overhead story for servant's quarters. No outbuildings shall be erected upon any one lot except such as are incidental to residential use of said lot, or such family-type blast or fallout shelters as may be approved by all appropriate governmental authorities.

2. Dwelling Size: Any dwelling erected upon any lot shall contain not less than 1800 square feet of ground floor heated area, if a one story dwelling, exclusive of open porches and garages; if a one and one-half story dwelling, not less than 900 square feet of ground floor heated area, exclusive of open porches and garages, and if a two-story dwelling, not less than 900 square feet of ground floor heated area, exclusive of open porches and garages, provided that no house shall contain less than 1800 square feet of floor heated area.

3. Dwelling Quality: All dwellings and outbuildings erected upon any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in good workmanlike manner, and shall be complete and finished when constructed.

4. Re-subdivision: Said lot shall not be resubdivided without the written consent of the grantors or its successors or assigns.

5. Set-Back Lines: No dwelling or other building shall be located nearer than 70 feet to the front lot line of any lot, or nearer than 12 feet to any side line of any inside lot, including carports and garages.

6. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the amended plat as recorded in Plat Book 16 on page 48, Richmond County Registry, and especially easements for the wells, with 100 feet radius, and for ingress and egress to said wells as shown on said plat, together with a 5 feet easement on each side of all lot lines for the laying and maintenance of water lines and other public utility apparatus, all of which are shown on said recorded plat and are incorporated herein by reference and made a part hereof for a particular description of such easements.

7. Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighborhood. No truck or vehicle in excess of a one-ton load capacity shall be parked or permitted to remain on any lot. It is expressly stated that no horses, cows, ponies, goats, fowl, or swine may be kept on said lot, but in no case shall an excessive number of any animals be kept on said lot and such animals or fowl are restricted to normal household pets.

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& QUICE

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8. Temporary Structures: No structures 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 temporarily or permanently. In all events any structures erected on any lot shall conform in all respects to the Building Code of the County of Richmond, North Carolina, and to all applicable State Building Codes.

9. No building shall be used as a residence on said lot unless such structure is connected with an established sanitary sewer system, if available, and if such a system is not available, then to a septic tank system approved by appropriate authorities.

10. Fences: No side yard fence shall be erected on any lot to a height of more than four (4) feet in any area of the lot forward of a point fixed by the forward edge of the house. No fences of any type shall be erected so as to unreasonably deprive adjoining owners of light and air.

11. The properties hereinbefore referred to shall be served by a public water supply and the owners of said lots shall use the public water system. No private wells will be allowed on any of the lots hereinbefore referred to.

12. All residences constructed on the lots in this subdivision shall have a reasonable market value of not less than \$25,000.00.

13. No garages built as a part of the main dwelling shall have the entrance to same facing the street at the front of the residence, thereby improving the general appearance of all residences.

14. No sign boards of any description shall be displayed on the property, with the exception of "for rent" or "for sale", which signs shall not exceed 1 X 2 feet in size.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons, claiming under them for a period of twenty (20) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of five (5) years each unless an instrument signed by a majority in number of the then owners of the lots in the subdivision has been executed and recorded agreeing to change, modify, or rescind said covenants in whole or in part.

The 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.

IN TESTIMONY WHEREOF, McCaskill Industries, Inc. has caused these presents to be executed in its name by its President, attested by its Secretary, and its corporate seal affixed, all by order of its Board of Directors duly given.

McCASKILL INDUSTRIES, INC.

By: [Signature]
President

Attest:
[Signature]
Secretary



LAW OFFICES OF
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& QUICE
312-14 EASY FRANKLIN STREET
ROCKINGHAM, N. CAROLINA

BOOK 572 PAGE 200

NORTH CAROLINA
RICHMOND COUNTY

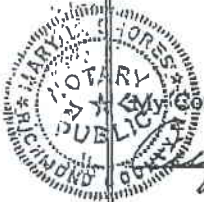
I, Mary L. Shores, a Notary Public, do hereby certify that J. Norman McCaskill personally came before me this day and acknowledged that he is Secretary of McCaskill Industries, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and Notarial Seal this 6th day of September, 1974.

Mary L. Shores
Notary Public

My Commission Expires:

August 6, 1975



NORTH CAROLINA RICHMOND COUNTY

The foregoing certificate of Mary L. Shores is certified to be correct. This instrument is presented for registration and recorded in this office at Book 572 Page 198. This 9 day of September, 1974 at 3:46 O'clock P.M.

JOHN S. J. SHULER Reg. of Deeds

By Quanita M. Owensley DEPUTY

FILED
BOOK 572 PAGE 198
SEP 9 3 46 PM '74
JOHN S. J. SHULER
REGISTER OF DEEDS
RICHMOND COUNTY, N.C.

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LAW OFFICES OF
T. MAN. PITTMAN
& GUIGE
100 EAST FRANKLIN STREET
ROCKINGHAM, N. CAROLINA

BOOK 586 PAGE 301

AMENDMENT TO RESTRICTIONS

NORTH CAROLINA

RICHMOND COUNTY

Know all men by these presents:

That whereas, on September 6, 1974, McCaskill Industries, Inc. executed certain restrictions which were imposed on "Country Club Estates", according to amended map recorded in Plat Book No. 16 at page 48 in the office of the Register of Deeds for Richmond County, North Carolina; and

Whereas, only 1 lot in Country Club Estates has been sold and the owners of same are L. F. McCaskill, III and wife, Janice E. McCaskill, and McCaskill Industries, Inc. is still the owner of all the other lots shown on said plat hereinbefore referred to; and

Whereas, McCaskill Industries, Inc. and L. F. McCaskill, III and his wife, Janice E. McCaskill, desire to amend the restrictions as hereinbefore referred to by deleting paragraph 2 on page 1 of said restrictions entitled "Dwelling Size" and substituting therefor as paragraph 2 the following:

2. Dwelling Size: Any dwelling erected upon any lot shall contain not less than 1500 square feet of ground floor heated area, if a one story dwelling, exclusive of open porches and garages; if a one and one-half story dwelling, not less than 800 square feet of ground floor heated area, exclusive of open porches and garages; and if a two story dwelling, not less than 800 square feet of ground floor heated area, exclusive of open porches and garages, provided that no house shall contain less than 1500 square feet of floor heated area.

L. F. McCaskill, III and wife, Janice E. McCaskill, join in the execution of this Amendment to Restrictions since they are the owners of one lot therein.

IN TESTIMONY WHEREOF, McCaskill Industries, Inc. has caused these presents to be executed in its name by its President, attested by its Secretary, and its corporate seal affixed, all by order of its Board of Directors duly given, and L. F. McCaskill, III and wife, Janice E. McCaskill, have set

BOOK 586 PAGE 362

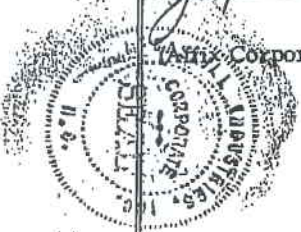
their hands and seals, all of which has been done on this 18th day of August, 1976.

McCASKILL INDUSTRIES, INC.

By: [Signature]
President

Attest:

[Signature]
Secretary



(Affix Corporate Seal)

[Signature] (SEAL)
L. F. McCaskill, III

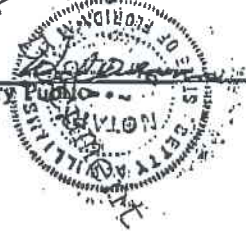
[Signature] (SEAL)
Janice E. McCaskill

FLORIDA
~~NORTH FLORIDA~~
PALM BEACH COUNTY
~~NOTARY PUBLIC~~

I, BETTY A. WILLIAMS, a Notary Public, hereby certify that J. Norman McCaskill personally came before me this day and acknowledged that he is Secretary of McCaskill Industries, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and Notarial Seal this 18th day of August, 1976.

[Signature]
Notary Public



My Commission Expires:

2-8-80

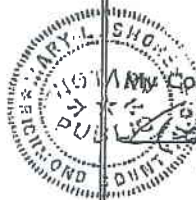
BOOK 586 PAGE 363

NORTH CAROLINA
RICHMOND COUNTY

I, Mary L. Shores, a Notary Public, hereby
certify that L. F. McCaskill, III and wife, Janice E. McCaskill, personally
came before me this day and acknowledged the due execution of the foregoing
Amendment to Restrictions for the purposes therein expressed.

Witness my hand and Notarial Seal this 24th day of August,
1976.

Mary L. Shores
Notary Public



My Commission Expires:
August 26, 1980

OFFICE OF REGISTER OF DEEDS, RICHMOND COUNTY, N. C.

This foregoing certificate (of Mary L. Shores & Betty A. Williams)
is (are) certified to be correct. This instrument was
presented for registration and recorded in this office
at Book 586, Page 361.
This 25 day of August, 1976, at
10:02 o'clock, A.M.

Martha B. Gordon
Register of Deeds
Martha B. Gordon

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BOOK 610 PAGE 800

MODIFICATION OF RESTRICTIONS

NORTH CAROLINA

RICHMOND COUNTY

This Modification of Restrictions, made and entered into this, 10th day of November, 1978, from all the owners of lots or tracts of land situate in "Country Club Estates", said lots being embraced in an amended map recorded in Flat Book No. 16 on page 48 in the office of the Register of Deeds for Richmond County, North Carolina to all persons, firms, or corporations acquiring property in said "Country Club Estates", to wit:

That whereas, Restrictive Covenants governing the use of all lots in "Country Club Estates" were filed for record in the office of the Register of Deeds for Richmond County, North Carolina on September 9, 1974 at 3:46 o'clock P. M., and recorded in Book 572 on page 198, Richmond County Registry; and

Whereas, paragraph 11 of said Restrictive Covenants for said "Country Club Estates" provided as follows: "The properties hereinbefore referred to shall be served by a public water supply and the owners of said lots shall use the public water system. No private wells will be allowed on any of the lots hereinbefore referred to."; and

Whereas, it was intended that all water used for drinking purposes, cooking purposes, and general use in the homes to be constructed in said "Country Club Estates" would be supplied by the public water system installed for that purpose, and it is not the intention of the parties hereto to allow private wells on the lots in said "Country Club Estates" for the purpose of furnishing water for residences, however, it has been brought to the attention of the owners of all the lots in "Country Club Estates" that they should be allowed to dig or construct private wells to obtain water for watering grass, shrubs, flowers, and other plants, including vegetable gardens, since the soil is of a sandy nature and much water is needed for plant growth and maintenance; and

Whereas, it is the opinion of the owners of all the property in "Country

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BOOK 610 PAGE 801

Club Estates" that the provision in paragraph 11 "No private wells will be allowed on any of the lots hereinbefore referred to" should be deleted from paragraph 11 of said Restrictive Covenants as heretofore recorded in the office of the Register of Deeds for Richmond County, North Carolina.

Now, therefore, in accordance with the provision of said Restrictive Covenants as contained therein, the sentence in paragraph 11 of said Restrictive Covenants as recorded in Book 572 on page 199, Richmond County Registry which reads, "No private wells will be allowed on any of the lots hereinbefore referred to" is hereby deleted from paragraph 11, however, it is distinctly understood and agreed that no owners of said lots may use private wells as a source of drinking water, cooking water, and water for general use in the residences constructed on said property and said original Restrictive Covenants are hereby modified according to the terms set out herein.

IN TESTIMONY WHEREOF, the undersigned individual owners of all lots of land in "Country Club Estates" have set their hands and seals, and McCaskill Industries, Inc. has caused these presents to be executed in its name by its President, attested by its Secretary, and its corporate seal affixed, all by order of its Board of Directors duly given.

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

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Unofficial Document

BOOK 610 PAGE 802

C. Dean Mauldin (SEAL)

Frank L. Chapman (SEAL)

H. F. McFarrell (SEAL)

Janice D. McCaskill (SEAL)

Silvana Dombrowski (SEAL)

Cynthia B. Davis (SEAL)

Cynthia B. Davis (SEAL)

Arthur Lee Davis Jr (SEAL)

MCCASKILL INDUSTRIES, INC.

By: [Signature]
President

Attest:

[Signature]
Secretary

(Affix Corporate Seal)



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BOOK 610 PAGE 803

NORTH CAROLINA
RICHMOND COUNTY

I, Harry L. Mc Casbelle, a Notary Public, do hereby
certify that Raymond S. Dombrowski and wife, Dolores E. Dombrowski,
personally came before me this day and acknowledged the due execution of the
foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal this 20 day of November
1978.

My Commission Expires:
My Commission Expires October 11, 1981

Harry L. Mc Casbelle
Notary Public



NORTH CAROLINA
RICHMOND COUNTY

I, Harry L. Mc Casbelle, a Notary Public, do hereby
certify that Carl Dean Meacham and wife, Brenda M. Meacham, personally
came before me this day and acknowledged the due execution of the foregoing
instrument for the purposes therein expressed.

Witness my hand and Notarial Seal this 20 day of November
1978.

My Commission Expires:
My Commission Expires October 11, 1981

Harry L. Mc Casbelle
Notary Public



NORTH CAROLINA
RICHMOND COUNTY

I, Harry L. Mc Casbelle, a Notary Public, do hereby
certify that Arthur Lee Davis, Jr. and wife, Cynthia G. Davis, personally
came before me this day and acknowledged the due execution of the foregoing
instrument for the purposes therein expressed.

Witness my hand and Notarial Seal this 20 day of November
1978.

My Commission Expires:
My Commission Expires October 11, 1981

Harry L. Mc Casbelle
Notary Public



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LAW OFFICES OF
FITTMAN, FITTMAN
& DAWKINS
2110 GARY FRANKLIN STREET
ROCKY MOUNT, N. CAROLINA

BOOK 610 PAGE 804

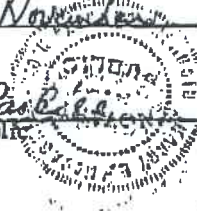
NORTH CAROLINA
RICHMOND COUNTY

I, Harry L. McCaskill, a Notary Public, do hereby certify that L. F. McCaskill, III and wife, Janice D. McCaskill, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal this 20 day of November, 1978.

Harry L. McCaskill
Notary Public

My Commission Expires:
My Commission Expires October 11, 1981



NORTH CAROLINA
RICHMOND COUNTY

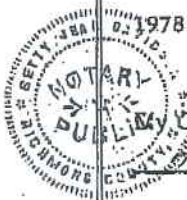
I, BETTY JEAN DAVIDSON, a Notary Public, do hereby certify that John B. Nichols and wife, Mary G. Nichols, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal this 16 day of Nov.

1978.

Betty Jean Davidson
Notary Public

My Commission Expires:
2-24-80



NORTH CAROLINA
RICHMOND COUNTY

I, Betty Jean Davidson, a Notary Public, do hereby certify that Robert M. Clarke and wife, Susan F. Clarke personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal this 16 day of Nov.

Betty Jean Davidson
Notary Public

My Commission Expires:
28-80



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BOOK 610 PAGE 805

NORTH CAROLINA
RICHMOND COUNTY

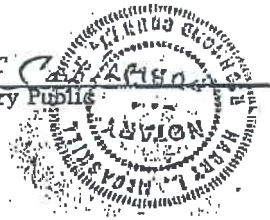
I, Harry L. M.S. Casbill, a Notary Public, do hereby certify that Don C. Kester and wife, Mary K. Kester personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal this 24 day of November 1978.

My Commission Expires:

Oct. 11, 1981

Harry L. M.S. Casbill
Notary Public



NORTH CAROLINA
RICHMOND COUNTY

I, Harry L. M.S. Casbill, a Notary Public, do hereby certify that L. F. McCaskill, III personally came before me this day and acknowledged that he is Secretary of McCaskill Industries, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and Notarial Seal this 24 day of November 1978.

My Commission Expires:

Oct. 11, 1981

Harry L. M.S. Casbill
Notary Public



NORTH CAROLINA
RICHMOND COUNTY

The foregoing certificates of Harry L. McCaskill and Betty Jean Saunders

are certified to be correct. This instrument was presented for registration

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& DAWKINS
216 EAST FRANKLIN STREET
WELLSBORO, N. CAROLINA

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BOOK 610 PAGE 805

and recorded in this office in Book 610, page 800, this 24^d day
of November 1978, at 10:53 o'clock A. M.

MARTHA R. GORDON, Register of Deeds

By: Martha R. Gordon
Assignment

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BOOK 610 PAGE 805
NOV 24 10 53 AM '78
MARTHA R. GORDON
REGISTER OF DEEDS
RICHMOND COUNTY, N.C.