

NORTH CAROLINA

Alamance COUNTY

KNOW ALL MEN BY THESE PRESENTS that FIDELITY CONSTRUCTION CO. a corporation organized and existing under the laws of the state of North Carolina with its principal office and place of business in the City of Greensboro North Carolina, does hereby covenant and agree to and with all persons, firms, and corporations now owning or hereafter acquiring any numbered lot in Section 2-D of Greenway Park Graham Township, Alamance County, North Carolina, as shown by plat recorded in Plat Book 11, Page 91, in the office of the Register of Deeds of Alamance County, North Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

ARTICLE ONE

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than the detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE TWO

DWELLING SIZE

No dwelling shall be permitted, costing less than \$8,000.00 based on current building costs and having ground area of the main structure, exclusive of one story open porches, and garage, of less than 950 square feet.

ARTICLE THREE

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house or other permitted accessory building located seventy feet or more from the minimum building setback line. For the purpose of this covenant, caves, steps, and porches and carports shall not be considered as part of a building, provided, however that this shall not be constructed to permit any portion of building, on lot to encroach upon another lot. Deviations from building line restrictions not in excess of 10% shall not be construed as a violation of these covenants.

ARTICLE FOUR

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width at front line of less than sixty-five (65) feet nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet, except that this provision shall not prevent a dwelling from being erected on any lot shown on the recorded plat.

ARTICLE FIVE

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

ARTICLE SIX

NUISANCES

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 temporarily or permanently.

ARTICLE EIGHT

TERM

These 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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants on whole or in part.

ARTICLE NINE

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE TEN

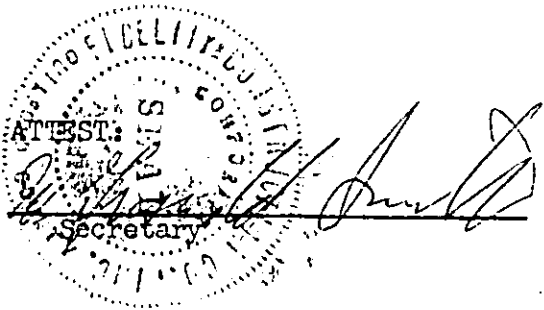
SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, FIDELITY CONSTRUCTION CO. has caused this deed to be signed in its corporate name by its president and attested by its secretary, and sealed with its common corporate seal, on the 25 day of November, 1958.

FIDELITY CONSTRUCTION CO.

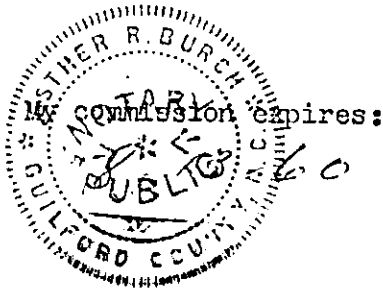
By [Signature]
Roger P. Kavanagh, Jr.



NORTH CAROLINA

Guilford COUNTY

This, the 25 day of November, 1958, personally came before me, Esther R. Burch, a Notary Public in and for the County and State aforesaid, W. Grissel Smith, Secretary, who, being by me duly sworn, says: That he knows the common seal of FIDELITY CONSTRUCTION CO. and is acquainted with Roger P. Kavanagh Jr. who is President of the said corporation and that he, the said W. Grissel Smith is Secretary, saw the President sign the foregoing instrument, and that he, the said W. Grissel Smith, Secretary as aforesaid, affixed said seal to said instrument and that he, the said W. Grissel Smith signed his name in attestation of the execution of said contract in the presence of said President of the said corporation.



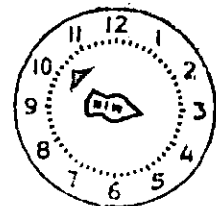
Esther R. Burch
Notary Public

NORTH CAROLINA-ALAMANCE COUNTY

The foregoing certificate(s) of Esther R. Burch a notary (notaries) Public of the governmental units designated is (are) adjudged to be correct. Let said instrument and certificate be registered. This the 2nd day of December, 1958.
Harold B. Wilson, Deputy
Deputy Clerk Superior Court

3.2540.

DEC 3 1958



FILED
ALAMANCE COUNTY REGISTER OF DEEDS
[Signature]