

Deed #1112
STATE OF VIRGINIA
COUNTY OF CARROLL

J. C. GRIFFIN AND W. H. TADLOCK

LITTLE WATERFALLS

RESTRICTIONS

Verd. 8/5/60

Mail-W.H. Tadlock
P.O. Box 248
Marshville, N.C.

8/5/60

- o STATE OF VIRGINIA
- o COUNTY OF CARROLL
- o J. C. GRIFFIN AND W. H. TADLOCK
- o LITTLE WATERFALLS
- o RESTRICTIONS

o Know all men by these present that we,
o J. C. Griffin and W. H. Tadlock, do hereby
o covenant and agree to and with all other
o persons, firms and corporations, now owning

o o o o o / o o o o o o o o o

the area hereinafter described, that all of the lots appearing on a Plat prepared by Glenn K. Martin, Surveyor, on or after June 22, 1960, for J. C. Griffin and W. H. Tadlock and known as Little Waterfalls and any addition to and to be recorded in the Clerk's Office of the Circuit Court for Carroll County, are owned by us and that said land is subject to the following restrictions as to the use thereof, said restrictions running with said land, by whosoever owned, to-wit:

1. That no building other than residences, garages or other out-houses, used for domestic purposes solely shall be built upon said premises.
2. That no part of any structure built on said premises shall be nearer the street Right-of-Way than ten feet; and that only one dwelling house shall be built or maintained on any one lot herein conveyed.
3. That no dwelling house shall be erected upon any of the said lots consisting of less than five hundred square feet; and all exterior woodwork shall be of sized lumber and painted or stained with at least two coats except such cottages that may be built of log type construction; all roofs shall be of metal or composition.
4. That the parties of the first part, his successors and assigns shall have and hereby retain a Right-of-Way across any lands conveyed for poles, lines or conduits which shall be used in connection with the supplying of water, lights, power and telephone service, also Right-of-way required by the State Highway and Public Work Commission for the construction and maintenance of roads.
5. That said property conveyed, is conveyed solely for residential purposes and it is not to be used for the keeping or raising of swine.
6. That no buses or trailers shall be parked on said property for the purpose of permanent living quarters.
7. That when any dwelling house of any character to be occupied by either owner tenant or servant is built open these premises, the disposal of sewage shall be at the expense of the owner, within the limitation of the laws of the Board of Health of the State of Virginia and County of Carroll.
8. Any lot that is being used for camping shall be on a temporary basis. There shall be no construction of any type to support the use of by camping.
9. No part of any property in Little Waterfalls shall be sold or used in any manner by any other than the white race.
10. All covenants and conditions binding upon the parties hereto shall be covenants and conditions running with the land and be in full force and effect for a period of 25 years from this date. It is understood and agreed that in order to establish uniform restrictions governing the use of all lots in the aforementioned subdivisions all of said Lots shall be subject to the foregoing restrictions and the same are hereby imposed on said lots.

For plot mentioned in this
instrument see Plot Book #1,
Page 43.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, LITTLE WATERFALLS, INC., a Corporation existing under the laws of the State of North Carolina, hereby certify that it is the owner of certain tracts or parcels of land, known as LITTLE WATERFALLS, INC., as shown by a plat prepared by Glenn K. Martin, Reg. Surveyor, dated June 22, 1960, and recorded in the Clerk's Office of the Circuit Court for Carroll County, Virginia, in Plat Book 1, Page 43, and being the land lying in the Fancy Gap Magisterial District of Carroll County, Virginia, conveyed the Little Waterfalls, Inc., by Roger Page and Doris B. Page, his wife, by deed dated March 27, 1970, and recorded in said Clerk's Office in Deed Book No. 179, Page 28, to which reference is made for description.

The undersigned hereby sub-divides this portion of said tracts as per map filed in Plat Book 4, Pages 10 and 14.

The land so sub-divided is subject to the following restrictions and conditions, and shall be effective as of May 1, 1970:

1. All lots in the tract, except those otherwise designated on the recorded plat, shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, exclusive of basement.

Mobile Homes will be permitted on lots in certain designated areas.

2. All residential buildings shall have at least 600 square feet of floor area unless otherwise specified, exclusive of porches, patios, basements and garages. Plans must be submitted to the developers for consultation, coordination and approved prior to the beginning of construction.

views of adjoining property owners.

13. The collection or accumulation of trash, garbage, rubbish or weeds must be immediately removed from the premises and all property shall be kept in an orderly sanitary condition at all times.

14. The invalidation of any one of the covenants or any part thereof by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

15. The subject lot owner shall be subject to an annual charge of thirty dollars (\$30.00) for the maintenance of roads and recreational facilities. This charge shall be payable on the first day of February of each year thereafter to SELLER, its successors or assigns. It is expressly agreed that said charges shall constitute a lien on subject lot or lots and the owner or owners from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay SELLER, its successors or assigns, all charges provided for in this paragraph.

16. The Seller, upon receiving all of the payments herein reserved to be paid at the time and in the manner above mentioned, and upon the further condition that the Purchaser make a payment of Three Hundred Dollars (\$300.00) to the Water Company for water service, agrees to execute and deliver to the Purchaser or his assigns, a good and sufficient warranty deed conveying the title to the above-described premises free and clear of all incumbrances, except those as of record and except as may have accrued by or through the acts or neglect of the Purchaser.

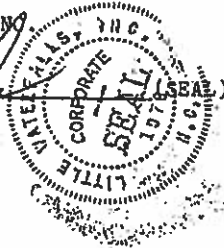
17. The developers reserve the first right of refusal when an owner decides to sell.

18. No FOR SALE signs may be placed on lot in excess of 11 x 18 inches in size.

19. The covenant and restriction shall be binding upon all owners of lots in Little Waterfalls, their heirs, and assigns.

LITTLE WATERFALLS, INC.

BY Roger Page, Jr.
President



Attest:

James W. Conley, Jr.
Secretary

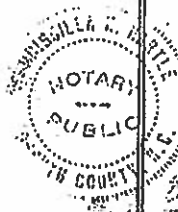
State of NORTH CAROLINA

County of FORSYTH, to-wit:

I, BISCUM W. HARTLE, a notary public in and for the county and state aforesaid, do hereby certify that Roger Page, Jr., whose name as President of Little Waterfalls, Inc., is signed to the foregoing writing, has personally appeared before me this day in my said county, and in the name and on behalf of the said Little Waterfalls, Inc., and made oath that he is President of the Corporation and the seal affixed to the said writing is the true corporate seal of the said corporation and that it has been affixed thereto by due authority.

Given under my hand this 20th day of November, 1970.

My commission expires DECEMBER 10, 1974



Witness: In Forsyth County Circuit Court Clerk's Office
on July 1, 1971, the foregoing deed received in office
was a certificate thereto annexed and admitted to record
at 11:35 o'clock A. M. and duly indexed,
with all required tax paid under Sec. 58-54 & 58-54.1.
State Tax Add. Tax

M. B. M. M. M. M. M.

Biscum W. Hartle
Notary Public

Dtd. 20: #1327
Raleigh, N.C. Conley, atty.
Raleigh, N.C.
BOOK 194 PAGE 174 JUL 8 1971

BK 566 PG 515

THIS DEED made this 17th day of September 1999, by and between GEORGE S. COOK, party of the first part; and JAMES WINSTON HODGES and CAROL BRIGGS HODGES, husband and wife, parties of the second part.

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the parties of the second part to the party of the first part, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said party of the first part does hereby bargain, sell, grant, and convey with General Warranty and Modern English Covenants of Title unto the parties of the second part, in fee simple, as tenants by the entirety with the right of survivorship as at common law, all those tracts or parcels of land lying and being in the Fancy Gap Magisterial District of Carroll County, Virginia, and more particularly described as follows:

TRACT 1: BEING Lots 169, and 171, of Little Waterfalls Subdivision, as shown on plat of survey by Robert A. Henegar, Mathews & Henegar, Professional Land Surveyors, dated August 11, 1997, revised October 22, 1997, of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Plat Cabinet 1, Slide 281, at Page 6 and as further shown on plats of record in the aforesaid Clerk's Office as follows: Plat Cabinet 1, Slide 33, at Page 43; Plat Cabinet 1, Slide 70 & 71, at Pages 10 & 14; Plat Cabinet 1, Slide 79 & 81, at Page 49; Plat Cabinet 1, Slide 20 & 83, at Pages 10 & 19; Plat Cabinet 1, Slide 85, at Page 26; Plat Cabinet 1, Slide 89, at Page 44; Plat Cabinet 1, Slides 97-104, at Pages 15-47.

Tract 1 herein is conveyed subject to Restrictions and Covenants governing Little Waterfalls Subdivision, of record in the aforesaid Clerk's Office in Deed Book 194, at Page 171.

TRACT 2: BEGINNING at a point on the right of way of Elk Spur Road, corner to lands of John W. Edwards; thence with said right of way, N. 48-00-06 E., 17.83 feet to a point; thence leaving said right of way, S. 30-18-16 E., 190.52 feet to a point; thence N. 40-45-44 E., 97.55 feet to a point; thence N. 58-56-44 E., 90.00 feet to a point; thence N. 58-56-44 E., 641.63 feet to a point; thence N. 30-06-50 E., 47.20 feet to an 8" Locust; thence S. 3-43-28 W., 72.17 feet to an 8" Twin Black Oak; thence S. 34-38-12 W., 148.33 feet

to a 12" Black Oak; thence S. 16-48-54 W., 234.17 feet to an 8" Locust; thence S. 31-47-22 E., 656.28 feet to a pipe found; thence S. 54-55-40 W., 1112.09 feet to an iron rod found; thence N. 3-52-13 E., 957.00 feet to an iron rod found; thence N. 27-30-11 W., 361.59 feet to the point of the BEGINNING, containing 17.5265 acres, as shown on plat of survey by Jennings L. Bolt, L.S., dated September 1, 1999, Job #1323.

There is further more conveyed a right of way 30' in width through Lots 161 and 162.

The above described Tracts 1 and 2 being the same land conveyed to the party of the first part from F. Earl Frith, et als., by deed dated September 7, 1999, of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 566, at Page 512.

Tract 2 herein is conveyed subject to the following restrictions:

1. All lots in the tract, except those otherwise designated on the recorded plat, shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height, exclusive of basement.
2. All residential buildings shall have at least 600 square feet of floor area unless otherwise specified, exclusive of porches, patios, basements and garages.
3. No structures of a temporary character, trailer, mobile home, basement, (unless basement is a part of the house erected at the same time), tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently, unless expressly agreed to in writing by SELLER.
4. All building material, used in the construction of any structure shall be new materials.
5. No outside toilet or privy shall be constructed or used on any lot.
6. No lot shall be used or maintained as a dumping ground for rubbish.
7. No noxious or offensive activity shall be carried on

upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. Cows and horses only will be permitted.

9. All residential buildings must be completed within one year after starting.

10. The collection or accumulation of trash, garbage, rubbish or weeds must be immediately removed from the premises and all property shall be kept in an orderly sanitary condition at all times.

11. The invalidation of any one of the covenants or any part thereof by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

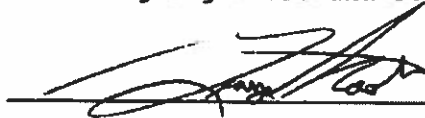
12. The subject tract owner shall pay a prorata share for upkeep of roads with adjoining property owners as necessary for maintenance and repair.

13. No FOR SALE signs may be placed on lot in excess of 11 x 18 inches in size.

14. The covenant and restriction shall be binding upon all owners of this tract.

This conveyance is further made expressly subject to all restrictions, covenants, and easements of record on said property as the same may lawfully apply.

WITNESS the following signature and seal:


_____(SEAL)
GEORGE S. COOK

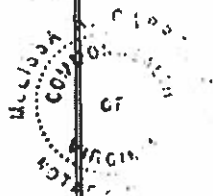
STATE OF Virginia
COUNTY OF Carroll, to-wit:

I, Melissa R. Carpenter, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that GEORGE S. COOK, whose name is signed to the foregoing Deed bearing date of the 17th day of September 1999, appeared

before me and acknowledged the same in my jurisdiction
aforesaid.

Given under my hand this 22nd day of September 1999.

My commission expires: May 31, 2003



Melissa R. Carpenter

Notary Public

GRANTEES' MAILING ADDRESS:

3466 Bent Ridge Drive
Mebane, NC 27302

INSTRUMENT #9904440
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
SEPTEMBER 23, 1999 AT 09:29AM
\$54.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$27.00 LOCAL: \$27.00
CAROLYN H. HONEYCUTT, CLERK

BY: Wm Wheatley (DC)