

9. All sewage disposal shall be by sewage disposal systems approved by the State Board of Health.

10. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within eight months after the date the footings are poured. A fine of \$100.00 for each month or portion thereof shall be imposed when any house and landscaping remains incomplete after the expiration of the said eight months and this fine is hereby levied against the said lot, and the said fine shall constitute a lien against this lot; provided, however, that the said lien shall not affect or prejudice the rights or liens of other lien creditors. Any fines so collected shall be used by the building committee constituted in Paragraph 2., for the beautification of the subdivision; provided, further, the said committee shall have the rights and authority to waive the said fine at any time either before or after it shall accrue.

11. No bathing pools shall be constructed or maintained on any lot unless it is surrounded by a sightly screening fence.

12. All driveways in the lots shall be paved with either asphalt or concrete paving.

13. No fence or wall shall be constructed or maintained nearer the street than the front building line shown on the plat, nor shall any hedge higher than three feet be maintained between the building line and the street.

14. No house trailer, disabled vehicle, or unsightly machinery or junk, shall be placed on any lot, either temporarily or permanently, and the building committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicle, or unsightly machinery or junk, from any lot. However, this shall not be construed as prohibiting the parking or keeping of travel trailers, so long as they are not used as a residence, either temporarily or permanently, and are maintained in a sightly manner.

15. Any structure now existing in this subdivision which may be in violation of these restrictions shall be deemed to be in compliance therewith. However, upon the removal or destruction of such violating structure, any re-building or re-structuring shall be made in compliance with these restrictions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 12th day of May, 1981.

WITNESSES:

BALENTINE BROTHERS BUILDERS, INC.

*Sidney L. Jay*  
*Barbara D. Payne*

BY: *David W. Balentine* (SEAL)  
President

*Cora E. Howell* (SEAL)  
Cora E. Howell

*Fannie H. Howell* (SEAL)  
Fannie H. Howell

*David V. Howell* (SEAL)  
David V. Howell

SIDNEY L. JAY ATTORNEY AT LAW GREENVILLE, N. C.

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