

Exhibit "A"

All that certain tract or parcel of land containing 10.1 acres, more or less, situate in Anderson Creek Township, Harnett County, North Carolina, lying and being on the western side of Rivenbark Drive (a soil street heretofore dedicated) and being more fully described upon a map of survey dated July 1985 by George L. Lott, Registered Land Surveyor as follows:

BEGINNING at an iron pipe being located North 05 degrees 38 minutes 22 seconds East 60 feet from the northeast corner of Lot #7, Block B of Twin Lakes Subdivision, Section 2, as shown on a map recorded in Plat Book 7 Page 130, Harnett County Registry, and which corner of Lot 7 is in the southern line of the tract of which this is a part; said beginning corner being on the western margin of Rivenbark Drive, a 60 foot street (dirt), and running thence with a new line North 83 degrees 30 minutes West 1281.18 feet to an iron pipe; thence continuing North 83 degrees 30 minutes West 12.82 feet to a corner; thence a new line North 05 degrees 38 minutes 22 seconds East 340 feet to a corner; thence South 83 degrees 30 minutes East 12.82 feet to an iron pipe; thence a new line South 83 degrees 30 minutes East 1281.18 feet to an iron pipe on the margin of said Rivenbark Drive; thence with said margin South 05 degrees 38 minutes 22 seconds West 340 feet to the BEGINNING, containing 10.1 acres as surveyed by George L. Lott, Registered Surveyor, July 1985.

The aforesaid described land is carved from an 88 acre tract of land described in a deed from Ellis Ward and others to R. Linwood Rivenbark and wife Peggy B. Rivenbark and recorded in Book 448, Page 434, Harnett County Registry; upon the death of R. Linwood Rivenbark on or about August 9, 1972 (see 73-E-1 Office Clerk Superior Court), grantor Peggy B. Owens became the owner of said land by operation of law and that since that time said grantor was married to Charles E. Owens.

As an appurtenant right running with the title to said lands described aforesaid, a 60 foot wide street known as Rivenbark Drive (soil road) was heretofore dedicated and the grantors do hereby specifically grant unto the grantee and his heirs and assigns a non-exclusive right of way for ingress and egress upon said Rivenbark Drive, especially from that where it leads from the northern margin of the right of way of Pridgen Street in Twin Lakes Subdivision and extends in a northerly direction to the northeastern corner of the foresaid described lands, said right of way being more fully described as follows:

BEGINNING at a point in the northern margin of the right of way of Pridgen Street as shown on the recorded plat of Twin Lakes Subdivision, Section 2, as recorded in Plat Book 7, Page 130, Harnett County Registry, said beginning point is the southeastern corner of Lot 7 of Block B of said Section 2 and runs thence as the east margin of said Lot 7 north 5 degrees 38 minutes 22 seconds east 200 feet to an existing iron pipe, being the northeast corner of said Lot 7 this continuing north 5 degrees 38 minutes 22 seconds east 60 feet to an iron stake being the southeast corner of a 10.1 acre tract herein above described; thence continuing north 5 degrees 38 minutes 22 seconds east along the east line of said 10.1 acre tract 340 feet to an iron stake, being the northeast corner of the foresaid described 10.1 acre tract; thence south 83 degrees 30 minutes east 60 feet to a point in the eastern margin of said Rivenbark Drive; thence south as the eastern margin of the said Drive south 5 degrees 38 minutes 22 seconds west 600 feet to a point in the northern margin of Pridgen Street; thence as the northern margin of said Pridgen Street approximately north 83 degrees 30 minutes west 60 feet to the point of beginning.

It is mutually agreed by and between the parties hereto and to all persons claiming under them that the property herein described is conveyed subject to the following restrictions, covenants, and reservations, which are and shall be deemed to be covenants running with the title to the property herein conveyed, to wit:

1. The property shall be used for residential purposes only and shall not be used for commercial purposes.

2. No dismantled or junked motor vehicle shall be allowed to remain on any of said property; junked motor vehicle shall be defined as any vehicle which is not operable and has not been operated for a period of six (6) months.

3. The property shall be used only for single family dwelling units including mobile home units.

4. No mobile home unit or main dwelling structure shall be located within thirty (30) feet of the property line at any location; no structure of any type shall be located within (10) feet of any property line.

5. No noxious or offensive trade or activity shall be carried on upon said property; nor shall anything be done on said property which may be or become a nuisance to the neighborhood.

6. No swine, goats, or other noxious or dangerous animals shall be kept and maintained on said property; no outside toilet or spring shall be maintained on said property.

7. The wooded and forested area existing along the eastern boundary line of said property as it abuts Rivenbark Drive shall be maintained and not destroyed for a width or distance of 30 feet west of Rivenbark Drive except to the extent necessary to establish a drive-way or road-way into said property (not to exceed a sufficient footage for a road-way with two lanes of traffic and usual shoulders and ditches in all events not greater than 60 feet) or other necessary reason(s) for development such as clearing of under-bush and other refuse for appropriate sanitation and health reasons.

8. In the event the above lands are used for a mobile home park, each mobile home unit shall have allocated for its use a square footage of not less than 10,890 square feet, exclusive of roadways.