

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

THIS DECLARATION OF PROTECTIVE COVENANTS, MADE AND published this 14 Day of August, 1972 by TROLLINGER INVESTMENT COMPANY, a corporation chartered under the laws of the State of North Carolina, and having its principal office in Randolph County, North Carolina.

W I T N E S S E T H :

THAT, WHEREAS, said corporation is the owner of the subdivision known as Amity Hills and being a subdivision of all of those certain lots, tracts or parcels of land situated, lying and being in Randolph County, North Carolina, and being Lots 1 thru 18 inclusive; Lots 37 thru 44 inclusive; Lots 58 thru 64 inclusive; and Lots 70 thru 79 inclusive of Map No. 1 of the subdivision known as Amity Hills; and

WHEREAS, it is to the interest, benefit and advantage of Trollinger Investment Company and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Trollinger Investment Company and each and every subsequent owner of any of the lots in said subdivision, said Trollinger Investment Company does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of the, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Trollinger Investment Company until 31 December, 1996, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to wit: 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 in whole or in part.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for

residential purpose. 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 and one-half stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 15 below.

3. DWELLING, COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$22,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet for a one-story dwelling, nor less than 1,800 square feet for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot 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 35 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line, except that a five foot side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than 50 feet to the rear lot

line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at a minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. 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.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or

maintained for any commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the North Carolina Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee is composed of H. R. Trollinger, Jr., 200 Worth Street, Asheboro, North Carolina; D. Wescott Moser, 200 Worth Street, Asheboro, North Carolina; and, Paul D. Trollinger, 200 Worth Street, Asheboro, North Carolina. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

b. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after the plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. 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 in whole or in part.

17. ENFORCEMENT. Enforcement shall be 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.

18. SEVERABILITY. In validation 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 WITNESS WHEREOF, SAID TROLLINGER INVESTMENT CORPORATION has caused these to be executed in its name by its President, and its corporate seal attested by its Secretary to be hereunto affixed on the day and year first above written.

Signed sealed and delivered
in the presence of

Edna S. Long
Notary Public, Randolph County,
North Carolina.

TROLLINGER INVESTMENT COMPANY

By W.B. Liller (SEAL)
President

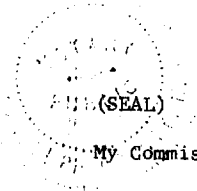
ATTEST H.B. Liller (SEAL)
Secretary

NORTH CAROLINA
RANDOLPH COUNTY

I, Edna G. Long, a Notary Public, do hereby
certify that H. R. Trullinger, Jr. personally came before
me this day and acknowledged that he is Secretary of TROLLINGER INVESTMENT
COMPANY, 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 official seal, this the 14th day of
August, 1972.

Edna G. Long
Notary Public



My Commission Expires: 8-16-75

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of

Edna G. Long

Notary Public of

Randolph Co., N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1052
Page 351. This 14th day of August, 1972 at 12:35 o'clock P. M.

Ann M. Shaw, Register Deeds

By Ann Shaw, Deputy Register of Deeds