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Spartanburg, S.C. 29360*

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NORTH CAROLINA  
RANDOLPH COUNTY

RESTRICTIVE COVENANTS OF  
MISTY ACRES SUBDIVISION

THIS AGREEMENT, Made and entered into this 24th day of June, 1985, by and between WILLIAM G. HINKLE, II and C. A. BOWERS, of Davidson County, North Carolina, as parties of the first part, and any, each, every and all persons, firms or corporations hereinafter purchasing or acquiring any of the property hereinafter described, parties of the second part;

WITNESSETH:

THAT WHEREAS, the said William G. Hinkle, II and C. A. Bowers are seized, possessed, and are the owners of that certain tract or parcel of land known as MISTY ACRES as shown in Plat Book 25, Page 38, office of the Register of Deeds for Randolph County, North Carolina; and said Hinkle and Bowers have heretofore conveyed one lot of said subdivision to Clifton F. Freedle and wife, Margaret Freedle who do hereby join in this declaration of covenants and restrictions for all purposes stated herein, and

WHEREAS, the said lands are so situated as to form and comprise a neighborhood unit of the aforesaid subdivision and it is the intent and purpose of the said parties of the first part to sell and convey the aforesaid property for the purpose of erecting thereon residences to be used for family purposes only, and

WHEREAS, said parties of the first part desire to establish a general plan or scheme regulating the use and enjoyment of the said lots for the benefit of the prospective purchasers thereof to protect and restrict the use of the said lots in a uniform manner, and to put the said purchasers and all other persons on notice that the said lots are being sold subject to the said protective covenants and restrictions.

NOW, THEREFORE, for and in consideration of the covenants herein contained, and for the purposes aforesaid, the said parties of the first part do hereby contract, covenant, and agree to and with all persons, firms or corporations hereafter acquiring any of the property herein described, and to declare and publish that all of the said property contained in this residential subdivision known as "Misty Acres" shall be purchased and deed therefor accepted subject to the protective covenants and/or the restrictions hereafter set out, which said protective covenants and/or restrictions shall be deemed to constitute covenants running with the lands, and do hereby agree, publish and declare that all deeds hereinafter made by the parties of the first part to any, each, and all the aforesaid property contained in "Misty Acres" Subdivision shall be executed and delivered with the distinct understanding that those protective covenants and/or restrictions are to be deemed and treated a part of said deeds as fully as if set out in said deeds or reference hereto shall be made therein to these protective covenants and/or restrictions as follows:

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1. No commercial vehicles shall be allowed to park on the streets except for loading and unloading.
2. The developer reserves an easement for and the right to any time in the future to grant right of ways for the installation and maintenance of public utilities across, on, or under each of the said lots at a distance of not more than 20 feet from the rear lot lines, but such right of way must be used so as to interfere as little as possible with the use of said lots by the owners of the same.
3. No street shall be laid out or opened across or through any of said lots except as such streets may now appear on the plat for this subdivision; however, this provision shall not be construed to prohibit the extensions of streets as they presently exist on said plat.
4. No dwelling or structure of any kind shall be erected or allowed to remain on any of said lots unless plans for such dwelling or structure shall first be submitted and approved by the developer or his authorized representative.
5. No billboards or signs shall be erected or allowed to remain on any of said lots other than "For Sale" signs or "For Rent" signs not in excess of 18" x 24" in size.
6. None of said lots shall be used for business, manufacturing or commercial purposes, nor shall any animals or fowls be kept or allowed to remain on any of said lots for commercial purposes, nor shall anything be done on any of said lots which is a nuisance or an annoyance to the community or dangerous to public health.
7. This is a single family residential subdivision only. There shall be no other type buildings erected.
8. There shall be no junk automobiles or unlicensed automobiles or any other type salvage, trash or garbage stored in this subdivision.
9. All fuel oil tanks must be underground or to the rear of dwellings.
10. No residence shall be erected on less than one lot and no lot shown on recorded plat shall be subdivided, except that two owners may subdivide a lot between them, and only one residence shall be built on the combined original of the subdivided portion of any lot.
11. No alley, street, roadway or cartway shall be cut through or dedicated over any lot in this subdivision for the use of the public or of land owners adjoining this subdivision, except with the express consent of the undersigned owners and developers, or their successors and assigns.
12. All fences on the property shall be of wire, wood, stone, brick or concrete, and no part of any fence shall be nearer the front edge of any lot than the building set back line, or nearer than one foot to any side property line and shall not exceed five (5) feet in height. Provided, however that decorative fencing on the front yards of the lots in this

subdivision shall be permitted providing that the type of fencing used and the method of placement shall be in good taste and in keeping with the general standards of the subdivision.

13. No animals other than household pets, which shall be limited to three in number, shall be kept or allowed to remain on any of said lots for any purpose. All dog houses must be located to the rear of the dwelling. All dogs must be leashed or enclosed. No commercial kennels are allowed on any of said lots.

14. Mobile homes shall be allowed provided that they are underpinned.

15. All storage buildings, clothes lines, and television antennas must be located to the rear of the dwelling.

16. There shall be no clear cutting of trees and shrubs on any lot.

17. It is expressly understood and agreed between the grantors and all subsequent purchasers of lots in Misty Acres Suidivision that all conveyances of lot or lots in said development are made subject to the foregoing covenants, conditions and restrictions and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing lots in said development and their heirs, successors and assigns, administrators and executors. These covenants, conditions and restrictions shall remain in full force and effect for thirty years from date of this instrument. However, these covenants, conditions and restrictions against all property in Misty Acres Subdivision will be extended automatically for an additional thirty years unless by written agreement of the owners of at least seventy-five percent of the lots in said subdivision which is an agreement to modify, void or otherwise change the restrictions, conditions, and covenants herein contained.

18. It is further stipulated and agreed that the grantors and their heirs, successors, or assigns may enforce th above restrictive covenants and agreements by injunction and this shall not be in exclusion of, but in addition to, any other remedies available by law.

19. Invalidation of any 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 TESTIMONY WHEREOF, said William G. Hinkle, II and C. A. Bowers and Clifton F. Freedle and wife, Margaret Freedle, have hereunto set their hands and seals the day and year first above written.

*William G. Hinkle, II* [SEAL]  
William G. Hinkle, II

*C. A. Bowers* [SEAL]  
C. A. Bowers

*Clifton F. Freedle* [SEAL]  
Clifton F. Freedle

*Margaret Freedle* [SEAL]  
Margaret Freedle

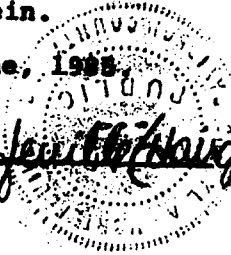
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NORTH CAROLINA  
DAVIDSON COUNTY

I, Cheryl A. Vertefeuille (Hairgrove), a Notary Public of said County and State, do hereby certify that WILLIAM G. HINKLE, II and C. A. BOWERS personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and notarial seal, this 24th day of June, 1985.

Cheryl A. Vertefeuille (Hairgrove)  
NOTARY PUBLIC



My Commission Expires:

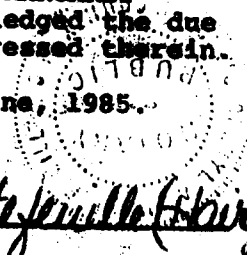
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NORTH CAROLINA  
DAVIDSON COUNTY

I, Cheryl A. Vertefeuille (Hairgrove), a Notary Public of said County and State, do hereby certify that CLIFTON F. FREEDLE and wife, MARGARET FREEDLE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and notarial seal, this 24th day of June, 1985.

Cheryl A. Vertefeuille (Hairgrove)  
NOTARY PUBLIC



My Commission Expires:

11/28/89

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of

Cheryl A. Vertefeuille (Hairgrove)

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 1165  
Page 479, This 25 day of June, 1985 at 3:30 o'clock P. M.

Annie Shaw, Register of Deeds

By Suzanne Owens, Rep. Register of Deeds