

1000 Kenmore Dr Asheboro

34.00
R 13.00

Mail: RONALD F. WOODLEY, R. 10, Box 3, Asheboro, NC 27203 Recording fee: _____

Prepared by: _____ Excise Stamp: _____

Parcel Identifier No. _____

This Deed, Made this the 6th day of November, A. D., 19 90

by
HILLCREST DEVELOPMENT, INC.

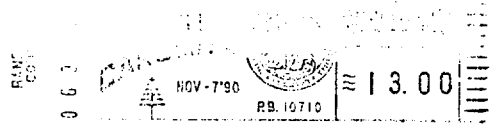
of Randolph County, North Carolina, parties of the first part (whether one or more persons) or corporations to

000335 RONALD F. WOODLEY

of Randolph County, North Carolina, parties of the second part (whether one or more persons) or corporations. Witnesseth, That the said parties of the first part in consideration of Ten Dollars and other good and valuable considerations paid by the said parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the said parties of the second part and their heirs a tract or parcel of land, in Asheboro Township, Randolph County, North Carolina, described as follows:

Being all of Lot #3, Section 3, Carolina Hills Subdivision, Copy of which is found in the office of the Register of Deeds of Randolph County, North Carolina in plat book 16, page 14.

This conveyance is made subject to the attached covenants entitled Hillcrest Development, Inc. and Interact Corporation Restrictions, pages 1-13.

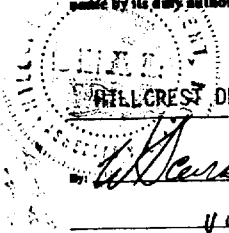


The above land was conveyed to grantor (s) by INTERACT CORPORATION See Book No. _____, Page _____

To have and to hold the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said parties of the second part and their heirs and assigns forever.

And the said parties of the first part do covenant that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from incumbrances; and that they will warrant and defend the said title to same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has herewith set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.



HILLCREST DEVELOPMENT, INC. (SEAL)

(Corporate Name)

[Signature] (SEAL)

[Signature] President

ATTEST: [Signature] (SEAL)

Secretary (Corporate Seal)

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SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19 _____. My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19 _____. My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19 _____. My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, Randolph County.

I, a Notary Public of the County and State aforesaid, certify that Anne G. Chandler, personally came before me this day and acknowledged that she is _____ Secretary of Hillcrest Development, Inc. a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by herself as its _____ Secretary. Witness my hand and official stamp or seal, this 7th day of November, 19 90. My commission expires: January 8, 1995 Carolyn F. Haden Notary Public

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Carolyn F. Haden, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1279, Page 335, This 7 day of November, 19 90 at 3:47 o'clock P M.

By Ann Shaw, Register of Deeds
Carolyn F. Haden, Deputy Register of Deeds

HILLCREST DEVELOPMENT INC.
and
INTERACT CORPORATION

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RESTRICTIONS

1. APPLICABILITY

These restrictions shall apply to all subdivided numbered lots which are for residential purposes only and which are deeded with the deed incorporating these restrictions by reference or by copy of restrictions attached to each individual deed as an exhibit but these restrictions shall not be applicable to such lands now or hereafter designated on the plat or otherwise as parcels or as lands of Hillcrest Development Company or Interact Corporation (herein sometimes referred to as "the Company").

2. TERM

These restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1995. By accepting a deed to residential property subject to these restrictions, the residential owners agree that after January 1, 1995, these restrictions shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after January 1, 1995, these restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such residential lots to make variations in the restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part hereof.

3. MUTUALITY OF BENEFIT AND OBLIGATION

The restrictions and agreement set forth herein are made for the mutual and reciprocal benefit of each and every lot in the subdivisions and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lots, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other lots in the subdivisions and their respective owners.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

No lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single-family residence dwelling and detached structure must include a garage of similar material as residence.

5. APPROVAL OF PLANS AND SPECIFICATIONS

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed locations thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval of Hillcrest Development and Interact corporation in writing before any such work is commenced.

B. There shall be submitted to the Company two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location of the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed, or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting.

C. The Company shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the company for its permanent files.

D. The Company shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these restrictions if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete, or in the event the company deems the plans, specifications, or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof.

Refusal of approval of plans, location, or specifications may be based by the company upon any reasonable grounds, including purely aesthetic considerations which the company shall deem sufficient.

E. Neither the company nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

6. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES

A. Every residence dwelling constructed on a lot subject to these restrictions shall contain at least 2,000 square feet or more depending on the section. This is to be fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other building).

B. The company shall have the authority to establish the regulations pertaining to the height and size requirements of all other types of structures, including but not limited to fences, walls and copings. Such regulations shall, in the company's sole discretion, conform with the general development scheme.

C. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the subdivisions, all property lines shall be kept free and open. No fences shall be permitted on any lot or lot lines except if, in the sole opinion of the company, a fence or other enclosure will contribute to and be in keeping with the character of the area.

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No fence or lot may be constructed for the express purpose of the containment of animals. No cyclone, woven or barbed wire fences or other similar fences are permitted as these detract from the natural environment.

No above grade structure(except approved fences or walls) may be constructed or placed on any lot except within:

- (1) Thirty-five (35) feet from the front line of any platted lot unless otherwise specified on recorded plat.
- (2) Twelve (12) feet from each lot side line.
- (3) Twenty-five (25) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater, from the rear line of each lot.
- (4) A corner lot shall be deemed to have a front line on each street.

7. GENERAL PROHIBITIONS AND REQUIREMENTS

A. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the lot owner and approved by the appropriate governmental authority. No outside toilet shall be constructed or permitted on any lot.

B. No temporary house, trailer, tent, garage or other out-building shall be placed or erected on any lot, provided, however, that the company may grant permission for any such temporary structures for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.

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C. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved within nine (9) months from commencement except for reasons beyond the control of builder.

D. All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot.

E. No animals or livestock of any description shall be kept or maintained on the premises except that no more than two (2) pets may be kept and maintained at each residence.

F. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot. Each vehicle must have a current license tag and registration.

G. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the company. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street or recreation area.

H. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street or recreation area.

I. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the company.

J. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.

K. No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

L. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

M. No vehicle shall be habitually and regularly parked on any street in the subdivision. No truck shall be parked for storage overnight or longer, on any lot, in such a manner as to be visible to the occupants of other lots or the users of any street or recreation area (construction vehicles and equipment in use in development not included).

N. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

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O. No tree over six inches in diameter shall be removed from any lot without the prior written consent of the company unless the tree or trees are deemed a hazard to the house located on said property or the tree or trees are decayed.

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P. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot in the subdivisions. In the event that the owner of any lot permits trash to collect on the same and in request fails to remove the trash within thirty (30) days, agents of the company may enter upon the said lot to remove the trash, without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot, provided, however, that such expense will not exceed \$100.00. This provision shall not be construed as an obligation on the part of the company to provide trash removal service. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

Q. There shall be no access to any lot on the perimeter of the subdivisions except from designated roads within the section or subdivision.

R. Each lot owner shall provide space for parking three (3) automobiles off the street prior to the the occupancy of any dwelling constructed on said lot.

S. No fences, walks, wall, shrubs, gardens, flowers, statues, plantings, other ornamental or planned landscaping or obstruction of any type shall be located within thirty (30) feet from any property line adjoining land maintained by the company without the express written consent and approval of the company.

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T. No lot shall be subdivided, or its boundary lines changed except with the written consent of the company. However, the company hereby expressly reserves to itself, its successors or assigns, the right to replat any two(2) or more lots shown on the plat of any said subdivision, section, block or part thereof prior to delivery of deed in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

U. All residences shall be constructed of permanent exterior materials. No concrete blocks either in buildings or walls shall be used above finished ground elevation unless said blocks are covered with brick veneer or stone. No imitation siding or any type of asphalt covering shall be used on exterior walls.

V. All mail boxes and stands shall be of standard sizes, design and material. The design of these should be submitted to the architectural committee with construction plat plans.

W. No house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer or similar equipment used for the personal enjoyment of a resident shall at all times be parked to the rear of the dwelling or in carport-garage or shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned so as to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the architectural committee.

X. No signs shall be permitted on any residence lot except that a single sign offering property for sale or rent may be placed on any such lot provided that such sign is not more than 24" wide and 20" high.

8. EASEMENTS

A. The company reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these restrictions, the following easements and/or rights-of-way:

- (1) A 15-foot easement and right-of-way over each lot as the company may deem necessary for the use and maintenance of sanitary sewers and the installation of utility services.
- (2) A 10-foot wide easement along each side of all road rights-of-way and a 7½ foot wide easement along all other property boundary lines for the purpose of installing, operating and maintaining utility lines and mains.
- (3) It also reserves the right to trim, cut and remove any trees and brush and to locate guy wires and braces wherever necessary for the installation, operation, and maintenance, together with the right to install, operate and maintain gas, water and sewer property owners and appurtenances thereto.

B. The company reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

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C. On each lot, the rights-of-way and easement areas reserved by the company or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility is responsible.

D. Every lot in the subdivision, if any, that lies contiguous to a stream shall be subject to a flowage or utility easement as designated on the property map.

E. The company reserves the right and easement to go in and across all lots adjoining land maintained by the company for the purpose of mowing the grass and otherwise maintaining landscaping within a distance of thirty (30) feet of any such property.

9. MISCELLANEOUS

A. The property within the subdivision is hereby proclaimed a bird and wildlife sanctuary and the hunting of any birds and wildlife is hereby prohibited.

B. Nothing herein contained shall be construed to prevent Hillcrest Development Inc. and Interact Corporation or their successors and assigns from maintaining temporary sales offices and storage on any lot, common grounds, or recreation area while the subdivision is in the process of being developed and houses constructed within the area.

10. GRANTEE'S ACCEPTANCE

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A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the company or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements therein contained, and also the jurisdiction, rights and powers of the company, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the company, and to and with the grantees and subsequent owners of each of the lots within the subdivision to keep, observe, comply with and perform said restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume as against the company, its successors or assigns, all the risks and hazards of ownership of occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

C. Each such grantee whose lots are adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to their respective residences.

11. SEVERABILITY

Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the restrictions.

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12. CAPTIONS

The captions preceding the various paragraphs and subparagraphs of these restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the feminine or to the neuter.