

EX 1431 PG 0523

14.00

NORTH CAROLINA
RANDOLPH COUNTY

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that **PAUL DEAN STALEY and wife, ROSALIE S. STALEY**, hereinafter referred to as "**DEVELOPER**," do hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any of the lots numbered 2 through 9 in **HOLLOW HILLS SUBDIVISION**, Liberty Township, Randolph County, North Carolina, as shown by plat recorded in Plat Book 40, Page 65, in the office of the Register of Deeds of Randolph County, North Carolina, that said numbered lots 2 through 9 are hereby subjected in the following restrictions as to use thereof, and the said restrictions are to run with said Lots 2 through 9 and every part thereof, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential, street, and park purposes.

2. **DWELLING SIZE:** No dwelling shall be permitted on any lot having a ground area of the main structure, exclusive of one-story open porches and garages, of less than **FOURTEEN HUNDRED (1400) square feet** for a one-story dwelling, nor less than **ONE THOUSAND (1000) square feet** for a one and one-half story dwelling, nor less than **NINE HUNDRED (900) square feet** for a dwelling of two or more stories.

3. **BUILDING SETBACK:** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines required by Randolph County Building Codes. In any event, no building shall be located on any lot nearer than **ONE HUNDRED (100) FEET to the front line**, or nearer than **FORTY (40) FEET to any side street line**. No building shall be located nearer than **THIRTY (30) FEET to any interior lot line**, except that no side yard shall be required for a separate garage not attached to the house or other permitted accessory building located **SEVENTY (70) FEET or more** from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches and open carports shall not be considered as 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. Deviations from building line restrictions not in excess of **TEN PERCENT (10.0%)** shall not be construed as a violation of these covenants.

4. **EASEMENTS:** **DEVELOPER** reserves the right to release and terminate any easements along the common boundary between any two lots which are to be developed as the site for one residence by virtue of percolation or any other similar requirements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements established for each lot and all improvements in such easements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. **DEVELOPER** shall reserve the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants. Further, **DEVELOPER** reserves the right and easement to enter upon any lot for the purpose of altering the flow of surface water in, on or across such lot in order to correct surface water drainage problems existing on such lot or any other lot which is subject to these restrictions. Any alterations made to any lot pursuant to the foregoing easement shall be at the sole cost and expense of **DEVELOPER** and shall not unreasonably interfere with the owner's use and enjoyment of the property. **DEVELOPER** hereby agrees that in exercising the rights reserved above, they shall promptly remove all debris, materials, excess soil and rock from the property; fill all excavations; replace all topsoil; and, resow grass on all disturbed earth.

5. WAIVER OF UNINTENTIONAL VIOLATION: **DEVELOPER** may waive any unintentional or minor violation of these restrictive covenants by an appropriate instrument in writing provided that if the unintentional or minor violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

6. 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, including, without limitation, the storing or parking of inoperative motor vehicles or the maintenance of or repair to motor vehicles except in strict conformity with these covenants and applicable laws and ordinances.

7. BUSINESS PURPOSES: No building or structure designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any lots without the express written consent of the **DEVELOPER**.

8. SIGNS: No sign shall be placed or allowed to remain on any lot except for **ONE (1)** "For Sale" sign, or one other temporary sign to advertise a yard sale or other temporary activity on the lot.

9. **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.

10. **MOBILE HOMES, MANUFACTURED HOMES, ETC.:** No mobile home, manufactured home, trailer, recreational vehicle, or other like structure shall be located on any lot to be used as a residence.

11. **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 (20) YEARS** from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of **TEN (10) 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.


12. **ENFORCEMENT:** Enforcement shall be by 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. Any lot owner shall have the right to enforce these restrictions.

13. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which continue in full force and effect.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is recorded for the purpose of showing the corrections to Paragraph 3 above.

IN WITNESS WHEREOF, **DEVELOPER** has caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions to be signed in their names on this the 22nd day of August, 1995.

 (SEAL)
Paul Dean Staley

 (SEAL)
Rosalie S. Staley

NORTH CAROLINA

GUILFORD COUNTY

I, Angela L. Berke, a Notary Public, do hereby certify that RAUL DEAN STALEY and wife, ROSALIE S. STALEY, personally appeared before me this day and acknowledged the due execution of the foregoing Amended and Restated Declaration of Covenants, Restrictions and Easements.

WITNESS my hand and official seal, this the 22nd day of August, 1995.

Angela L. Berke
Notary Public

My Commission Expires:

11-1-98

ANGELA L. BERKE
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 11-1-98

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Angela L. Berke N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1431,
Page 523, This 24 day of August, 19 95 at 8:02 o'clock A. M.

Ann Shaw, Register of Deeds
By Dail Kirby Deputy Register of Deeds