

RESTRICTIVE COVENANTS

STATE OF NORTH CAROLINA

RANDOLPH COUNTY

Clotus Brown, first being duly sworn, says, that he is the Trustee of
Homeland Development Company, a North Carolina Company, with its principal
office being located in Ashboro, North Carolina, and that Leo M. Hamner,
D. W. Trogdon and Kinney Bolling are partners of said Company:

That Homeland Development Company is the owner of certain lots of land
which have been platted and recorded in the office of the Register of Deeds of
Randolph County, North Carolina, and being "Lots Nos. 29 through 202
inclusive" as shown on plat of same designated "Map No. 1 of Montclair
Park," to be found recorded in Plat Book 8, at page 68, all of
these said lots or parcels of land as herein specified as being embraced with-
in the bounds of said subdivision being owned by the said Homeland Development
Company;

That affiant in order to promote a well classified and regulated residen-
tial district upon said lots hereinabove specified as being duly lain out in
said subdivision and described upon said plat to place upon the hereinabove
described property the restrictions as hereinafter set forth:

1. That the restrictions herein shall apply to all of those lots, tracts
or parcels of land hereinbefore referred to and listed above.

2. That the property hereinabove described shall be used for residential
purposes only, and no buildings other than residences except garages or out-
side utility buildings for domestic purposes shall be built on said premises,
provided that this shall not apply to churches or schools; and provided further
that no residence costing less than \$8,000.00 exclusive of land,
shall be constructed upon said premises.

3. No shop, store, service station, factory, hotel, or place of public
resort, or business house of any kind shall be erected or suffered or licensed
to exist on the property above described, and no hospital, asylum, or institu-
tion of like or related nature shall be erected or suffered or licensed to
exist on the property above described.

4. No residence or building of any kind erected on the property shall be nearer the front property line on any street than forty (40) feet, no nearer either of the side property lines of a "building lot" than ten (10) feet, provided that this section shall not apply to garages and outside-utility buildings which are erected in the rear of the residences and dwellings.
5. That no commercial chicken houses or livestock barns are to be erected on said premises, and no cows or poultry are to be kept upon said premises except for domestic purposes; provided further that no swine shall be kept on said premises and no enclosure for swine shall be erected and maintained on the land referred to.
6. That no apartment houses shall be erected or suffered or licensed to exist on the property above described.
7. That no part or portion of this land shall ever be used as a Public or Private Cemetery, including all lots, Nos. 1 through 202, inclusive.
8. That all sewage disposal shall be made through use of approved septic tanks, or through connection of sewage lines to an underground sewer system when and if such underground sewer system is installed to serve this area.
9. That no residence shall be constructed upon any lot in said subdivision that shall contain an area of less than 12,000 square feet. (That is to say, the said lot area shall contain at least 12,000 square feet); and provided that each residence constructed upon any lot in said subdivision shall contain a minimum of 1,000 square feet living area exclusive of porches and garages; provided further that no residence shall be constructed upon any lot in said subdivision with lot frontage of less than 100 feet, except corner lots and the frontage required on corner lots for erection of a residence shall not be less than 75 feet.
10. That any garage or outside utility building erected on said premises shall not be constructed of unsightly material but shall be at least the quality of German Siding, and shall be painted.

The above covenants and conditions are placed on the property and lots hereinabove specified and set forth as a part of a general scheme or plan of development for the benefit of all owners of the property hereinabove specified within said development, and said covenants are and shall be binding upon the

present owners of said lands, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said lots.

This agreement to be in full force and effect until July 28, 1991.

In testimony whereof, Homeland Development Company, has caused these restrictive covenants to be signed in its Company name by its Trustee and attested by all partners and owners of Homeland Development Company.

This the 28th day of July 1956.

HOMELAND DEVELOPMENT COMPANY

BY Charles Craven
Trustee

ATTEST:

[Signature] (Partner)
[Signature] (Partner)
[Signature] (Partner)



Subscribed and sworn to before me this 28 day of July, 1956.

[Signature]
Notary Public

My commission expires: 3-5-58.

NORTH CAROLINA, Randolph County.

The foregoing Certificate of Anne Leslie Turner Notary Public of Randolph County, State of North Carolina, is adjudged to be correct. Let the instrument, with the Certificate, be registered. This the 28 day of July, 1956.

[Signature]
Clerk Superior Court

Filed for registration at 11:30 o'clock A. M. July 28th 1956, and registered in the office of the Register of Deeds for Randolph County, in Book No. _____, Page No. _____.

[Signature]
Register of Deeds
By Wanda Phillips, Deputy