

RESTRICTIVE COVENANTS

NORTH CAROLINA

RANDOLPH COUNTY

Lois H. Smith and Jack P. Smith, first being duly sworn, says, that they are the owners 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 1 - 86 as shown on plat of same designated Map of Greenbrair Heights, to be found recorded in Flat Book 8, at page 110, all of these said lots or parcels of land as herein specified as being embraced within the bounds of said subdivision being owned by the said Lois H. Smith and Jack P. Smith.

That affiant in order to promote a well classified and regulated residential 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 hereinabove and 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-buildings for domestic purposes shall be built on said premises, provided that this shall not apply to churches or schools.
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 institution 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 out-houses 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 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.

8. That no residence shall be constructed upon any lot in said sub-division that shall contain an area of less than 10,000 square feet. (That is to say, the said lot area shall contain at least 10,000 square feet); and provided that each residence constructed upon any lot in said sub-division shall contain a minimum of 1100 square feet living area exclusive of porches and garages; provided further that no residence shall be constructed upon any lot in said sub-division with lot frontage of less than 75 feet, except corner lots and the frontage required on corner lots for erection of a residence shall not be less than 70 feet.

9. That any garage or out-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 10, 1987.

In testimony whereof, Lois H. Smith and Jack P. Smith, has caused these restrictive covenants to be signed in the presence of witnesses.

This the 1st day of June, 1957.

Lois H. Smith
Lois H. Smith

Jack P. Smith
Jack P. Smith

Clara Craven
Witness

Witness

NORTH CAROLINA
RANDOLPH COUNTY

THIS 1st DAY OF June, 1957 personally came before me Lois H. Smith and Jack P. Smith, who being by me duly sworn, says that they are the owners of certain Lots or Tracts of land appearing in these covenants, and I attest that the above is their signatures set to this instrument this date.

[Signature]
Notary Public

My Commission expires: Aug 2 1958



NORTH CAROLINA, Randolph County.
The foregoing Certificate of A. Wayne Check

Notary Public of Randolph County, State of N. C., is adjudged to be correct. Let the instrument, with the certificate, be registered.

This 15 day of August, 1957

Paul L. Erickson
Deputy Clerk Superior Court.

Filed for registration at 1:30 o'clock P.

M. August 15th, 1957,

and registered in the office of the Register of Deeds for Randolph County, in Book No.

Page No. _____

Annia Shaw
Register of Deeds
By: Maxine Brooks, Deputy