

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

KNOW ALL MEN BY THESE PRESENTS, that Meadowbrook, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in Lexington, Davidson County, North Carolina, does hereby covenant and agree to and with all persons, firms or corporation hereafter acquiring any of the property hereinafter described in the form and manner as follows:

W I T N E S S E T H:

WHEREAS, the said Meadowbrook, Inc. is the sole owner of a subdivided tract of land known as Hillendale Section I and II, Randolph County, North Carolina, as shown by plats thereof dated June 17, 1960 by N. R. Kinney, Surveyor, recorded in Book of Maps, Number 10 at pages 6 and 7 in the office of the Register of Deeds for Randolph County, North Carolina; and

WHEREAS, the lots are so situated as to comprise a neighborhood unit of the aforesaid subdivision known as Section I and II of Hillendale; and

WHEREAS, it is the intent and purpose of said Meadowbrook, either to erect residences on said lots or to convey said lots to persons, firms or corporations who will erect thereon residences to be used for family purposes; and for such other purpose as herein setout.

WHEREAS, Meadowbrook, Inc. desires to establish a general plan pertaining to the enjoyment and use of said lots for the benefit of said prospective purchasers, and to restrict the use of said lots in a uniform manner, and to put all persons on notice of such restrictions.

NOW THEREFORE, in consideration of the premises and in

the further consideration of the purchase price to be paid by prospective future purchasers of lots in the above described subdivision, Meadowbrook, Inc. does hereby agree and contract that all of said lots of the above described subdivision known as Hillandale Section I and II, a plat of which is recorded in Book of Maps, Number 10 at pages 6 and 7 in the office of the Register of Deeds for Randolph County, North Carolina, shall be sold subject to the restrictions and covenants hereinafter set forth, which shall constitute covenants running with the land, and that all deeds executed and delivered by Meadowbrook, Inc. for lots in the aforesaid subdivision shall be made subject to the following restrictions:

FIRST: These covenants and restrictions are to run with the land and shall be binding on the parties herein and all persons, firms or corporations purchasing lots in said subdivision and those claiming under them until 6-10-80 at which time said covenants and restriction shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants and restrictions in whole or in part.

SECOND: All of said lots shown on the map of Hillandale, hereinabove described except that portion of land lying at the intersection of North Carolina Highway #62 and County Line Road and more particularly described on plat of Section I as Commercial property and also lots 144, 145, 146, 147, and 166 as shown on plat of Section II, shall be known as residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached single family dwelling, said dwelling not to exceed two and one-half ($2\frac{1}{2}$) stories in height and a private garage for not more than three (3) cars, and other out buildings incidental to residential use of said lot.

THIRD: No building including open porches or stoops or foundations shall be erected or allowed to remain on any residential lot or lots owned by any one owner in said subdivision within forty (40) feet of the street abutting the front of said lot or within fifteen (15) feet of any side line of said lot, and/or within twenty five (25) feet to any side street line, except

that a detached garage located more than one hundred (100) feet from the front lot line may be erected five (5) feet or more from a side lot line except at corners. All houses or residences shall be fronted toward the narrow side of the lot adjacent to the street as shown on maps of Section I and II except by permission of all the owners in the section in which they are to be built. Residences on corner lots may face the corner of the intersecting street provided however the residences shall face the approximate center of the corner of the intersection with approximate equal space on either side.

FOURTH: No residential structure shall be erected or placed on any building lot, which lot has an area of less than 20,000 square feet except any lot shown on plats of Section I and II that might contain less than 20,000 square feet.

FIFTH: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SIXTH: No trailer, basement, tent, barn, garage, or other out buildings erected on lots in the subdivision hereinabove mentioned, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, including so called shell homes or homes that are only finished on the exterior.

SEVENTH: The ground floor area of the main structure exclusive of open or closed porches and garages or carports shall be not less than one thousand (1000) square feet in the case of a one story structure, in the case of a one and one-half, two or two and one-half story structure the ground floor area shall be the same as for a one story structure.

EIGHTH: No fence or other obstruction not including the main residence exceeding three (3) feet in height shall be within fifty (50) feet of the front street line, nor within fifteen (15) feet of any side street line.

NINTH: No sign board of any description shall be displayed on any residential lot with the exception of sign "For Sale" or "For Rent", which signs shall not exceed two

(2) feet by three (3) feet, except development signs.

TENTH: That until such time as municipal sewage system is available, sewage disposal shall only be by septic tank to meet the approval of the North Carolina Board of Health. As soon as municipal sewage system is available, no more septic tanks shall be installed and sewage disposal shall be by said municipal system.

ELEVENTH: No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.

TWELFTH: No building shall be constructed where exposed block either painted or unpainted is used. No exposed used lumber for more than 60 days shall be allowed to remain.

THIRTEENTH: If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants and restrictions, and either to prevent him or them from so doing or to recover damages for such violating. It being understood that this right extends not only to the present owners of said subdivision, but also to any future lot owners therein.

FOURTEENTH: Invalidation of any one of these covenants by Judgment of Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

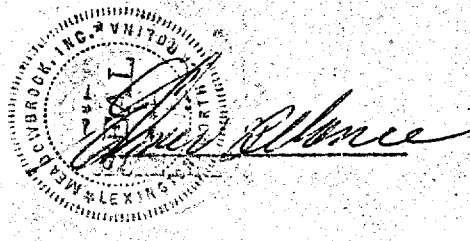
IN TESTIMONY WHEREOF, the said Meadowbrook, Inc. has caused these presents to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Secretary, all by authority of its Board of Directors duly given, this the 20th day of June, 1960.

MEADOWBROOK, INC.

By

PRESIDENT

(SEAL)

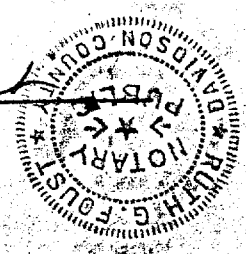


State of North Carolina - Davidson County

On this 20th day of June, 1960, personally came before me, Ruth G. Foust, a Notary Public in and for the County of Davidson, State of North Carolina, Elmer P. Mance, who, being by me duly sworn, says that he knows the common seal of Meadowbrook, Inc., and is acquainted with Herbert L. Welch, who is the President of said Corporation, and that he, the said Elmer P. Mance, is the Secretary of said Corporation and saw the President sign the instrument and saw the said common seal of said Corporation affixed to said instrument by said President, and that he, the said Elmer P. Mance signed his name in attestation of the execution of said instrument in the presence of said President of said Corporation.

Witness my hand and Notarial seal the day and year first above written.

Ruth G. Foust
NOTARY PUBLIC



My Commission Expires: May 5, 1962.

STATE OF NORTH CAROLINA

IN THE SUPERIOR COURT

RANDOLPH COUNTY

THE FOREGOING CERTIFICATE OF RUTH G. FOUST
a Notary Public of Davidson County

is adjudged to be correct. Let the instrument with
certificate be registered. 20 June 1960.

Leroy M. Shyng
Clerk of Superior Court

OFFICE OF REGISTER OF DEEDS
FOR RANDOLPH COUNTY
ASHEBORO, N. C.

Filed for registration at 4:00 o'clock P.M.
June 20th 1960 and registered in Deed Book _____
Page _____.

Annie Shaw
By Wanda Phillips, Deputy
Register of Deeds for Randolph County, N. C.