

RANFOLPH COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Hillcrest Development Corporation, a corporation organized and existing under the laws of the State of North Carolina with its principal office in the County of Randolph and State of North Carolina, does hereby covenant and agree to and with all persons, firms, and corporations hereafter acquiring any of the properties hereinafter described in manner and form as follows:

WITNESSETH: WHEREAS Hillcrest Development Corporation is the sole owner of those certain lands known as Carolina Hills Subdivision, Section A, Map No. 1, as shown by plat thereof recorded in Plat Book 10, Page 58, in the office of the Register of Deeds of Randolph County, North Carolina; and

WHEREAS, said lands are so subdivided as to comprise a unit in the general plan for development of the larger tract of land from which said platted lands derive, but these restrictive covenants are intended only to affect the lands described by said recorded plat and to have no application to the remainder of the said tract of land owned by Hillcrest Development Corporation; and

WHEREAS, it is the intent and purpose of Hillcrest Development Corporation to develop from said platted lands and the surrounding lands so owned by it a residential subdivision and to establish a general plan to further such development and these restrictive covenants are a portion of the general plan of development and are entered into for the benefit of Hillcrest Development Corporation and for the purchasers of said platted lots, their heirs and assignees, and others interested in the said subdivided lands; and whereas the purpose of these restrictive covenants is to impose uniform restrictions upon the lands so platted and to put all persons on notice of such restrictions.

NOW, THEREFORE, in consideration of these premises and in the further consideration of the purchase price to be paid by prospective future purchasers of lots in the above described subdivision known as Carolina Hills Subdivision, Section A, Map No. 1, Hillcrest Development Corporation does hereby agree and contract that all of said lots of the said subdivision appearing of record in Plat Book 10, Page 58, in the office of the Register of Deeds of Randolph County, North Carolina, are and 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 Hillcrest Development Corporation for lots in the said subdivision shall be made subject to the following restrictions and covenants:

FIRST: These covenants and restrictions shall run with the land and shall be binding on the parties herein and all persons, firms, or corporations purchasing lots in said Section A and those claiming under them, until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless during the year prior to expiration of such period a majority of the then owners of said lots agree in writing duly recorded before expiration of said period to change said covenants and restrictions in whole or in part.

SECOND: All of said platted lots shall be known and used as residential lots for single-family dwellings only, and no structure shall be erected, altered, placed, or permitted to remain on any lot in said Section A other than one detached single-family dwelling, said dwelling not to exceed two stories in height.

THIRD: There shall be no detached buildings on any residence in said Section A, and there shall be at least twelve (12) feet clearance from all buildings to the nearest side lot line.

FOURTH: Each building erected in said Section A shall be set back from the streets upon which the lot abutts in accordance with the set-back line which appears of record as part of the plat recorded in Plat Book 10, Page 58, in said office.

FIFTH: No building shall be erected upon a tract of land in said Section A unless the area of said tract shall include at least one (1) numbered lot in said Section A.

SIXTH: No residential structure shall be erected in said Section A which has less than 1400 square feet of floor space exclusive of open porches and open car ports, and the ground floor of every residential structure in said Section A shall have at least 1100 square feet of floor space.

SEVENTH: There shall be no temporary residence of any type placed upon any part of said Section A, and no trailer or other moveable structure of similar design shall be placed at any time upon said lands.

EIGHTH: All residences shall be constructed of permanent exterior materials. There shall be no imitation siding used in construction of any residences upon said lots.

NINTH: Only inside toilet facilities and other inside sanitary facilities shall be installed. There shall be no outside toilets or other sanitary installation. All waste from toilets, sanitary drains, washing machines, and allied installations shall be water-carried to septic tanks through lines, all of which shall be constructed in accordance with requirements of the North Carolina State Board of Health unless and until permanent municipal sewer facilities are available.

TENTH: Each residence in said subdivision shall have a minimum of three (3) parking spaces upon or adjacent to the premises upon which said residence is constructed, said parking spaces to be off the surfaced portion of the street upon which said lot abutts (if surfaced) and at least fifteen (15) feet from the centerline of said street if unsurfaced.

ELEVENTH: Each residence shall be provided with a standard mailbox near the street upon which said residence fronts.

TWELFTH: Clothes lines and similar outside equipment incident to said residences shall be installed only in the back yards of such residences. Every residence shall be equipped with standard garbage cans to be kept in the rear of said residence, and garbage shall be removed at least weekly from said residences.

THIRTEENTH: No livestock shall be kept or maintained on the premises except that no more than two (2) full-grown pets may be kept and maintained at each residence.

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 covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation. It is understood and agreed that this right extends not only to present owners of land in said Section A but also to future owners therein.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions herein, and such other provisions shall nevertheless remain in full force and effect subject to the terms hereof.

IN TESTIMONY WHEREOF, the said Hillcrest Development Corporation 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 21 day of August 1961.

HILLCREST DEVELOPMENT CORPORATION

BY: Walter S. Chandler
President

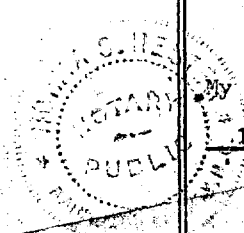
ATTEST:
Mrs. Anne G. Chandler
Secretary

NORTH CAROLINA
RANDOLPH COUNTY

This 21st day of August, 1961, personally came before me
Norma S. Hester, a Notary Public for said County,
Anne S. Chandler who being by me duly sworn says that she
knows the common seal of the Hillcrest Development Corporation and is
acquainted with Wallace S. Chandler who is the President and
presiding member of said Corporation, and that she, the said Anne S.
Chandler is the Secretary of the said Corporation and saw the
said President sign the foregoing instrument and saw the said common seal of
said Corporation affixed to said instrument by said President, and that she,
the said Anne S. Chandler signed her name in attestation of
said instrument in the presence of said President of said Corporation.

Let the instrument with the certificate be registered.

Norma S. Hester
Notary Public



My Commission Expires:
1-26-62

NORTH CAROLINA, Randolph County.

The attached Certificate of Norma S. Hester

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

This 21 day of August, 1961
Cecil L. Olson
Deputy Clerk Superior Court

Filed for registration at 12:30 o'clock P.

M. August 21 1961

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

Page No. _____

Annie Shaw By: Francis J. ...
Deputy Register of Deeds