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NORTH CAROLINA  
RANDOLPH COUNTY

DECLARATION OF  
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that HI-TOM REALTY COMPANY, INC., a North Carolina corporation, is the owner and developer of the subdivision known as COLONIAL COUNTRY CLUB ESTATES, SECTION TWO, a plat of which is duly recorded in the Office of the Register of Deeds for Randolph County, North Carolina, in Plat Book 11, at Page 24, and does hereby covenant and agree with all other persons, firms, or corporations hereafter acquiring any lots in said subdivision that said lots are hereby subject to the following restrictions as to the use thereof, running with said lands, by whomsoever owned, to wit:

1. All lots in this subdivision shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain upon any lot other than one detached single family dwelling and a private garage and other outbuildings incidental to residential use of said lot; said garage and other outbuildings to be architecturally harmonious with the dwelling upon said lot.

2. No dwelling shall be erected or permitted to remain upon any lot unless the ground floor area of the main structure of said dwelling, exclusive of porches, carports and garages, shall be at least Fifteen Hundred (1500) Square Feet in the case of a one story structure or Twelve Hundred (1200) Square Feet in the case of a one and one-half,

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LAW OFFICES  
MORGAN, BYERLY,  
POST, & KEZIAN  
HIGH POINT, NORTH CAROLINA

3,500

two or two and one-half story structure.

3. All homes built in this subdivision shall front on the street or road on which they are located.

4. No residence or building of any kind shall be erected nearer the front property line of any lot than fifty (50) feet; nor nearer either of the side property lines than twenty (20) feet; nor nearer any property line adjacent to the golf course than forty (40) feet.

5. No shop, commercial parking area, store, factory, club, restaurant, filling station, boarding house, asylum, institution, hospital, charitable institution or business house of any kind shall be erected or maintained on the property.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used as a residence at any time, either permanently or temporarily.

7. No structure shall be built with exterior exposed concrete blocks, cinder blocks, slag blocks or blocks of similar appearance.

8. There shall be no outside toilets in this subdivision, and every dwelling shall be connected with a septic tank or other suitable sanitary facility as approved by the proper governmental health authority.

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9. No swine, chickens, cattle, horses or livestock shall be permitted on the premises, and no pens, stables or other enclosures therefor shall be erected or maintained.

10. No house trailer, junk automobiles or any other type salvage shall be stored on any lot in this subdivision.

11. No alley, street, roadway or cartway shall be cut through or dedicated over any lot in this subdivision except with the express consent of the undersigned owner and developer, its successors and assigns.

12. A perpetual easement of ten (10) feet, five (5) feet on each side, is reserved along all property lines of each lot for the installation and maintenance of public utilities (this means five (5) feet along the front property line of the lot and five (5) feet on the street right-of-way being used for utility easement).

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under the maker hereof for a period of twenty-five (25) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for consecutive periods of ten (10) years each, unless an instrument signed by a majority of the owners of the lots shall

be recorded, agreeing to change said covenants in whole or in part.

14. These covenants may be enforced by proceedings at law or in equity against any persons violating or attempting to violate any covenants herein, to restrain said violations or to recover damages therefor; and any enforcement proceedings may be brought by the owner or owners of any lots or groups of lots.

15. Invalidation of any one of these covenants or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. HI-TOM REALTY COMPANY, INC., as developer, retains the sole and exclusive right to waive violations of the covenants and restrictions herein contained which in its discretion are deemed minor in nature.

IN WITNESS WHEREOF, HI-TOM REALTY COMPANY, INC., has caused this declaration of restrictive covenants to be executed by its duly authorized officers and its seal to be hereunto affixed, this the 8<sup>th</sup> day of April, 1966.

HI-TOM REALTY COMPANY, INC.

ATTEST:

By: Dewey Crouse  
President

LAW OFFICES  
MORGAN, BYERLY,  
POST, & KEZIAH  
HIGH POINT, NORTH CAROLINA

Elaine W. Banks  
Secretary

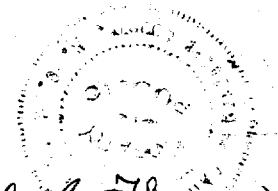
(Corporate seal)

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NORTH CAROLINA  
Randolph COUNTY

I, Carl M. Thompson, a Notary Public, do hereby certify that Claine W. Banks personally came before me this day and acknowledged that he is Secretary of HI-TOM REALTY COMPANY, INC., and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 8<sup>th</sup> day of April, 1966.



Carl M. Thompson  
Notary Public

My commission expires:  
March 13, 1968

NORTH CAROLINA, Randolph County

The foregoing Certificate of Carl M. Thompson a Notary Public of Randolph County, State of N. C., is hereby certified to be correct. Let the instrument, with the necessary fees, be registered.

This 12 day of April, 1966

Robert H. Lewis, Jr.  
Clerk Superior Court

Filed for registration at 4:30 o'clock P.  
M. April 12, 1966 and registered in the office of the register of Deeds for Randolph County in Book No.

Page No.           
Carrie Straw  
Register of Deeds

By Wanda Phillips  
asst.

LAW OFFICES  
MORGAN, BYERLY,  
POST, & KEZIAH  
HIGH POINT, NORTH CAROLINA