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NORTH CAROLINA  
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

THIS INDENTURE made this the 10th day of July, 1967, by and between John W. Ward, Jr. and wife, Lala Belle Edwards Ward, Lenneous Aubrey Jones and wife, Mollie Pickard Jones, Francis Bernard Booth and wife, Frances Scott Booth, Richard Wayne Pennington and wife, Clara N. Pennington, James Estes Parrish and wife, Thelma Webber Parrish, Wiley Thomas Taylor and wife, Addie Lea Campbell Taylor, Stanley C. Cummings and wife, Margel Baker Cummings, Claude H. Canter and wife, Gladys C. Canter, J. C. Jordan, Trustee, Cameron-Brown Company, a Corporation of Wake County, North Carolina, Eugene B. Graham, III, Trustee, First Union National Bank of North Carolina, a Corporation of Liberty, Randolph County, North Carolina, Gerald C. Parker, Trustee, Liberty Savings and Loan Association, a Corporation of Liberty, Randolph County, North Carolina, Jamea W. Long, Trustee, Citizens and Southern National Bank of South Carolina, a Corporation of South Carolina, Claude E. Pope, Trustee, A. J. Rainwater, Jr., Edith Brower, the individuals named above being of Randolph County, North Carolina, and of various other Counties in North Carolina and South Carolina;

W I T N E S S E T H:

That whereas John W. Ward, Jr. and wife, Lala Belle Edwards Ward were conveyed 27.46 acres, more or less, by deed from Florence Staley Brinkley dated April 15, 1965, and recorded in Book 904 page 458 of the Randolph County Registry, and whereas by instrument dated June 11, 1965, John W. Ward, Jr. and others placed certain restrictions upon the said 27.46 acres, as will more fully appear in Book 903 page 279 of the Randolph County Registry, and whereas since June 11, 1965, the said John W. Ward, Jr. and wife have sold a number of lots from said tract of 27.46 acres, and there have been placed upon those lots and upon other portions of the 27.46 acre tract various deeds of trust; whereas it is the desire and intention of the parties to this instrument for the restrictive covenants contained in Book 903 page 279 to be cancelled and to be of no further force and effect and for the restrictions set out in this indenture to be substituted for and replaced said restrictive covenants contained in the previous indenture; whereas the present status of the ownership of the property referred to above is as follows:

1. Lot No. 1 owned by John W. Ward, Jr. et ux for which deed of trust has been given to J. C. Jordan, Trustee for Cameron-Brown Company dated June 28, 1967, and recorded in Book 958 page 71 of the Randolph County Registry.
2. Lot No. 2 owned by John W. Ward, Jr. et ux for which deed of trust has been given to Eugene B. Graham, III, Trustee for First Union National Bank of North Carolina, dated May 25, 1967, and recorded in Book 957 page 59 of the Randolph County Registry.
3. Lot No. 3 which has been sold to Lenneous Aubrey Jones and wife, Mollie Pickard Jones, by deed dated May 12, 1966, and recorded in Book 933 page 35 of the Randolph County Registry, who have given deed of trust to Gerald C. Parker, Trustee for Liberty Savings and Loan Association, dated May 12, 1966, and recorded in Book 937 page 399 of the Randolph County Registry.
4. Lot No. 4 which has been sold to Claude H. Canter and wife, Gladys C. Canter, by deed dated June 1, 1967, and recorded in Book 951 page 150 of the Randolph County Registry, for which they have given a deed of trust to Claude E. Pope, Trustee for Cameron-Brown Company, dated June 1, 1967, and recorded in Book 957 page 164 of the Randolph County Registry.

5. Lot No. 5 which has been sold to Francis Bernard Booth and wife, Frances Scott Booth, by deed dated November 16, 1965, and recorded in Book 917 page 281 of the Randolph County Registry, for which they gave deed of trust to Gerald C. Parker and Jamea W. Long, Trustees for First Provident Corporation of South Carolina, by deed of trust dated November 30, 1965, and recorded in Book 928 page 1 of the Randolph County Registry, which has been assigned by First Provident Corporation of South Carolina to Citizens and Southern National Bank of South Carolina by instrument dated November 30, 1965, and recorded in Book 919 page 506 of the Randolph County Registry.

6. Lot No. 6 which has been sold to Richard Wayne Pennington and wife, Clara N. Pennington by deed dated December 7, 1966, and recorded in Book 945 page 288 of the Randolph County Registry, for which they have given deed of trust to Claude E. Pope, Trustee for Cameron-Brown Company, dated December 7, 1966, and recorded in Book 942 page 525 of the Randolph County Registry.

7. Lot No. 7 which has been sold to James Estes Parrish and wife, Thelma Webber Parrish, by deed dated September 27, 1965, and recorded in Book 919 page 55 of the Randolph County Registry, for which they have given deed of trust to Gerald C. Parker and A. J. Rainwater, Jr., Trustees for First Provident Corporation of South Carolina, dated October 1, 1965, and recorded in Book 922 page 575 of the Randolph County Registry, which deed of trust has been assigned by First Provident Corporation of South Carolina to Citizens and Southern National Bank of South Carolina by instrument dated October 1, 1965, and recorded in Book 919 page 232 of the Randolph County Registry.

8. Lot No. 8 which has been sold to Wiley Thomas Taylor and wife, Addie Lea Campbell Taylor by deed dated April 12, 1966, and recorded in Book 932 page 183 of the Randolph County Registry, for which they have given deed of trust to Gerald C. Parker, Trustee for Liberty Savings and Loan Association, dated April 12, 1966, and recorded in Book 936 page 443 of the Randolph County Registry.

9. Lot No. 9 which has been sold to Stanley C. Cummings and wife, Margel Baker Cummings, by deed dated October 8, 1966, and recorded in Book 944 page 283 of the Randolph County Registry, for which they have given deed of trust to Gerald C. Parker, Trustee for Liberty Savings and Loan Association, dated October 8, 1966, and recorded in Book 941 page 291 of the Randolph County Registry, and for which deed of trust has been given to Gerald C. Parker, Trustee for John W. Ward, Jr. and wife, Lala Belle Edwards Ward, by instrument dated October 8, 1966, and recorded in Book 941 page 293 of the Randolph County Registry.

10. Deed of trust on the remainder of said tract of land referred to above by John W. Ward, Jr. et ux to Gerald C. Parker, Trustee for Edith Brower by instrument dated June 27, 1966, and recorded in Book 939 page 113 and dated June 30, 1967, and recorded in Book 958 page 105 of the Randolph County Registry.

Whereas the aforesaid tract of land has been partially subdivided into lots for development for residential purposes, and part of said lots have actually been developed for residential purposes, and whereas the parties to this indenture in order to promote a well classified and regulated residential district upon said lands hereinabove specified, and which will hereafter be subdivided in said tract of land, do place upon the hereinabove described property and upon all of the lands which originally comprised the said 27.46 acre tract, the restrictions as hereinafter set forth. The various owners of individual lots and the various trustees and holder of the notes referred to above do hereby join in this indenture for the purpose of subordinating the said deeds of trust and lots to the terms of this indenture. The restrictions to apply to the lands set out above are as follows:

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1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants as listed in the following restrictions in their entirety shall apply to all lots.

2.

(a) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

(b) DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

3.

No shop, store, service station, factory, hotel, 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.

That no apartment house shall be erected or suffered or licensed to exist on the property above described.

5.

(a) BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

6.

LIVESTOCK AND POULTRY. No animals, livestock, bees, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

7.

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

8.

That any garage or outbuilding 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.

9.

That no cement or cinder block shall be exposed.

10.

That no Shell Houses can be erected in the area subject to these restrictions.

11.

That no junk automobiles, nor shall any unsightly junk condition be allowed to exist on any of this property.

12.

That no house trailers shall be maintained or parked in the area subject to these restrictions.

13.

**EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

14.

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

15.

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

16.

**SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

17.

**GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18.

**SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the cases of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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19.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21.

SEVERABILITY. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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, being binding on all future owners of said land or said lot.

This agreement is to be in full force and effect until July 10, 1997.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, and the Corporate signers to this indenture have caused this instrument to be signed by their respective duly authorized officers and attested to by their duly authorized officers, all by authority given by their Boards of Directors, the day and year first above written.

*John W. Ward, Jr.* SEAL  
John W. Ward, Jr.

*Lala Belle Edwards Ward* SEAL  
Lala Belle Edwards Ward

*Lennéous Aubrey Jones* SEAL  
Lennéous Aubrey Jones

*Mollie Pickard Jones* SEAL  
Mollie Pickard Jones

*Francis Bernard Booth* SEAL  
Francis Bernard Booth

*Frances Scott Booth* SEAL  
Frances Scott Booth

*Richard Wayne Pennington* SEAL  
Richard Wayne Pennington

*Clara N. Pennington* SEAL  
Clara N. Pennington

James Estes Parrish SEAL  
James Estes Parrish

Thelma Webber Parrish SEAL  
Thelma Webber Parrish

Wiley Thomas Taylor SEAL  
Wiley Thomas Taylor

Addie Lea Campbell SEAL  
Addie Lea Campbell Taylor

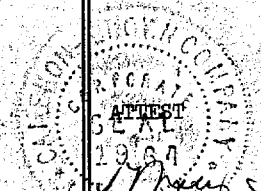
Stanley C. Cummings SEAL  
Stanley C. Cummings

Margel Baker Cummings SEAL  
Margel Baker Cummings

Claude H. Canter SEAL  
Claude H. Canter

Gladys C. Canter SEAL  
Gladys C. Canter

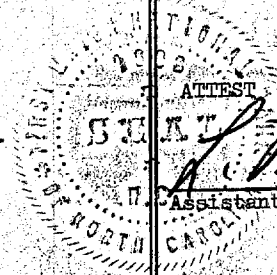
J. G. Jordan SEAL  
J. G. Jordan, Trustee



Assistant Secretary  
Assistant Secretary

CAMERON BROWN COMPANY  
BY: J. G. Jordan  
Vice-President

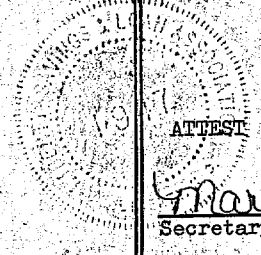
Eugene B. Graham, III SEAL  
Eugene B. Graham, III, Trustee



Assistant Secretary  
Assistant Secretary

FIRST UNION NATIONAL BANK OF NORTH CAROLINA  
BY: Eugene B. Graham, III  
Vice-President

Gerald C. Parker SEAL  
Gerald C. Parker, Trustee



Secretary  
Secretary

LIBERTY SAVINGS AND LOAN ASSOCIATION  
BY: Guy W. Smith  
President

Jamea W. Long SEAL  
Jamea W. Long, Trustee

Assistant Secretary  
Assistant Secretary

CITIZENS AND SOUTHERN NATIONAL BANK OF S. C.  
BY: Vice-President  
Vice-President

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Claude E. Pope SEAL  
Claude E. Pope, Trustee

A. J. Rainwater, Jr. SEAL  
A. J. Rainwater, Jr., Trustee

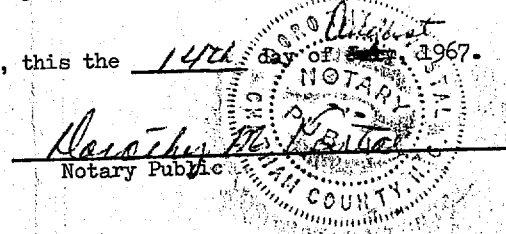
Edith Brower SEAL  
Edith Brower

NORTH CAROLINA  
CHATHAM COUNTY

I, Dorothy M. Vestal, Notary Public, do hereby certify that John W. Ward, Jr. and wife, Lala Belle Edwards Ward, Lenneous Aubrey Jones and wife, Mollie Pickard Jones, Francis Bernard Booth and wife, Frances Scott Booth, Richard Wayne Pennington and wife, Clara N. Pennington, James Estes Parrish and wife, Thelma Webber Parrish, Wiley Thomas Taylor and wife, Addie Lea Campbell Taylor, Stanely C. Cummings and wife, Margel Baker Cummings, Claude H. Canter and wife, Gladys C. Canter, Gerald C. Parker, Trustee, and Edith Brower, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal, this the 14th day of July, 1967.

My commission expires: June 2, 1969.



STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, Diene S. Banks, Notary Public, do hereby certify that J. C. Jordan, Trustee, personally appeared before me this day and acknowledged the execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal, this the 18th day of July, 1967.

My commission expires: July 28, 1968.

Diene S. Banks  
Notary Public



NORTH CAROLINA  
WAKE COUNTY

I, Diene S. Banks, Notary Public, do hereby certify that J. C. Jordan personally came before me, and being by me duly sworn says that he is Vice-President of Cameron-Brown Company and that the seal affixed to the foregoing instrument in writing is the Corporate seal of the said Corporation, and that said writing was signed and sealed by him in behalf of said Corporation, by its authority duly given. And the said Vice-President acknowledged the said writing to be the act and deed of said Corporation.

Witness my hand and notarial seal, this the 18th day of July, 1967.

My commission expires: July 28, 1968.

Diene S. Banks  
Notary Public

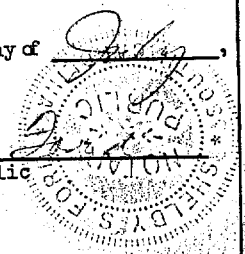


STATE OF SOUTH CAROLINA  
COUNTY OF Florence

I, Shelby S Ford, Notary Public, do hereby certify that Robert W. Reynolds personally came before me, and being by me duly sworn says that he is Vice-President of Citizens and Southern National Bank of South Carolina and that the seal affixed to the foregoing instrument in writing is the Corporate seal of the said Corporation, and that said writing was signed and sealed by him in behalf of said Corporation, by its authority duly given. And the said Vice-President acknowledged the said writing to be the act and deed of said Corporation.

Witness my hand and notarial seal, this the 31<sup>st</sup> day of July, 1967.

My commission expires: at pleasure of Governor Shelby S. Ford  
Notary Public

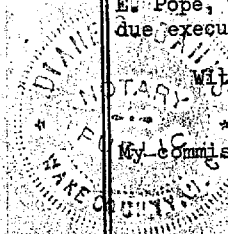


NORTH CAROLINA  
WAKE COUNTY

I, Diane S. Banks, Notary Public, do hereby certify that Claude E. Pope, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and seal this the 20<sup>th</sup> day of July, 1967.

My commission expires: July 28, 1968 Diane S. Banks  
Notary Public

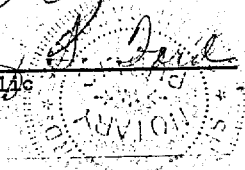


STATE OF SOUTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, Shelby S Ford, Notary Public, do hereby certify that A. J. Rainwater, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and seal this the 31<sup>st</sup> day of July, 1967.

My commission expires: at pleasure of Governor Shelby S. Ford  
Notary Public



NORTH CAROLINA, RANDOLPH COUNTY.

The attached certificate of : Dorothy M. Vestal, Notary Public of Chatham County, North Carolina, Diane S. Banks, Notary Public of Wake County, North Carolina, (3), Shelby S. Ford, Notary Public of Florence County, South Carolina, (2) are all adjudged to be correct. Let the instrument, with the certificate, be registered.

This the 17th day of August, 1967.

Carson P. Bunch, Dep  
Deputy Clerk Superior Court  
Randolph County



NORTH CAROLINA  
MECKLENBURG COUNTY

I, Katie J. Coble, Notary Public, do hereby certify that Eugene B. Graham, III, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal this the 7th day of August, 1967.

My commission expires: January 12, 1969.

Katie J. Coble  
Notary Public

NORTH CAROLINA  
MECKLENBURG COUNTY

This 7th day of August, 1967, personally came before me, Eugene B. Graham, III Sr. who, being by me duly sworn, says that he is Vice-President of First Union National Bank of North Carolina and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said Corporation, and that said writing was signed by him, in behalf of said Corporation, by its authority duly given. And the said Vice-President acknowledged the said writing to be the act and deed of said Corporation.

Witness my hand and seal this the 7th day of August, 1967.

My commission expires: January 12, 1969.

Katie J. Coble  
Notary Public

NORTH CAROLINA  
CHATHAM COUNTY

This 14th day of July, 1967, personally came before me, Guy W. Smith, who being by me duly sworn says that he is the President of Liberty Savings and Loan Association and that the seal affixed to the foregoing instrument in writing is the Corporate seal of the said Corporation, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said Corporation.

Witness my hand and seal this 14th day of July, 1967.

My commission expires: June 2, 1969.

Nancy M. Huston  
Notary Public

STATE OF SOUTH CAROLINA  
COUNTY OF Florence

I, Shelley S. Ford, Notary Public, do hereby certify that Jamea W. Long, Trustee, personally appeared before me this day and acknowledge the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal this the 31st day of July, 1967.

My commission expires: At Pleasure of Governor Shelley S. Ford  
Notary Public

Filed for registration at 1:15 o'clock P. M. August 17<sup>th</sup> 1967, and registered in the office of the Register of Deeds for Randolph County, in Book No. \_\_\_\_\_ Page No. \_\_\_\_\_

Annice Shaw  
Register of Deeds