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 Church Point
 Low Reed
 4-11-19
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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 III, a plat of which is duly recorded in the Office of the Register of Deeds for Randolph County, North Carolina, in Plat Book 13, at Page 65, 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 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, 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.
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.

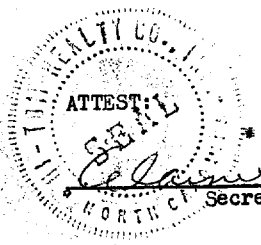
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- 10. No house trailer, junk automobiles or any other type salvage shall be stored on any lot in this subdivision.
- 11. No alley, street, roadway or cartway shall be cut through or dedicated over any lot in this subdivision except with the express 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 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 of 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 rights 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 23rd day of April, 1969.

HI-TOM REALTY COMPANY, INC.

by Dewey Cruse
President



Elaine W. Banks
Secretary

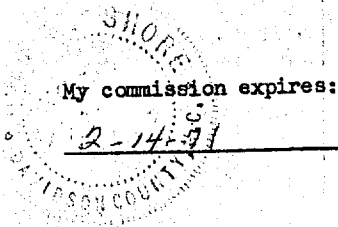
NORTH CAROLINA
Davids COUNTY

I, Ruby K. Shore, a Notary Public, do hereby certify that ELAINE W. BANKS personally came before me this day and acknowledged

that she 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 herself as its Secretary.

Witness my hand and official seal, this the 23 day of APRIL, 1969.

Ruby K. Shore
Notary Public



My commission expires:

NORTH CAROLINA
RANDOLPH COUNTY

The foregoing Certificate of _____
a Notary Public of _____ County, State of North Carolina, is adjudged
to be correct. Let the instrument, with the certificate, be registered.

This the _____ day of _____, 1969.

CLERK SUPERIOR COURT

Filed for registration _____ o'clock _____ M., _____, 1969,
and registered in the office of the register of Deeds for Randolph County in
Book No. _____, page _____.

REGISTER OF DEEDS

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Ruby K. Shore
N. O. of Davidson Co. N.C.
is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book _____, Page _____

This 11th day of June, 19 69
at 1:00 o'clock _____ M.

Annie Shaw, Register of Deeds
By Wanda Phillips, asst.
Register of Deeds