

NORTH CAROLINA
ALAMANCE COUNTY

KNOW ALL MEN BY THESE PRESENTS:

ALTON B. HOWLE and wife, FANNIE B. HOWLE, do hereby covenant and agree to and with all other persons, firms and corporations now owning or hereafter acquiring any property in the area hereinafter described, that all lots shown upon the recorded map of the ALTON B. HOWLE property, Boone Station Township, Alamance County, North Carolina, which is recorded in Plat Book _____ at Page _____ in the Alamance County Registry, and now owned by the above named parties, or any of them, are hereby subjected to the following restrictions as to the use thereof, running with said properties by whosoever owned, to-wit:

1. 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. Professional offices are excepted from this restriction.

2. DWELLING QUALITY AND SIZE. No dwelling shall be constructed on any lot in which the ground floor area of the main floor structure, exclusive of one story open porches, carports and garages, shall have less than 1300 square feet for a one story dwelling and not less than 1800 square feet for a dwelling of more than one story. In case of a basement being used in either a one or two story dwelling the square footage in said basement shall not be taken into account in determining whether such building may be erected. No tarpaper shacks may be constructed on the premises of any lot, and only building material may be used that are generally accepted in the trade as being suitable for the construction of a permanent home. In fact, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporary or permanent.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than sixty (60) feet, or nearer to an adjoining house than 40 feet; and no building shall be located nearer than 20 feet to an interior lot line.

4. LOT WIDTH. No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 140 feet at the minimum building set back line.

5. ANIMALS. No swine, pig pens, cattle and other livestock, poultry or chicken houses will be permitted upon any lot, and the only animals permitted upon the premises of any lot shall be bonafide household pets.

6. NUISANCES. 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.

7. No lot shall be used as a junk yard for worn out automobiles, wrecked cars or other automotive or vehicle parts and equipment, and the owners of any said lots are prohibited from unnecessarily destroying or cutting down large trees, except where it may be necessary for the building of a permanent home or other valid reasons.

8. 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 twenty-five 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.

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

10. 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.

11. SEWAGE DISPOSAL: Only two types of sewage disposal will be permitted upon any lot, namely: by connecting with a septic tank approved by the health authorities, or connecting to a municipal sewer line. All other methods of sewage disposal are prohibited.

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IN WITNESS WHEREOF, the said above named parties have hereunto set their hands and seals, this _____ day of August, 1971.

Alton B. Howle (SEAL)

Fannie B. Howle (SEAL)

NORTH CAROLINA

ALAMANCE COUNTY

I, Virginia G. Andrews a Notary Public in and for the above named State and County, do hereby certify that Alton B. Howle and wife, Fannie B. Howle, personally appeared before me this date and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

Witness my hand and notarial seal, this 27 day of August,

1971.

Virginia G. Andrews
Notary Public

My commission expires:

1-25-75

STATE OF NORTH CAROLINA, COUNTY OF ALAMANCE

The foregoing certificate(s) of Virginia G. Andrews a Notary (or Notaries) Public of the governmental units designated is (are) certified to be correct.

Filed for registration on the 15 day of October, 1971, at 2:00 o'clock P.M., and duly recorded in the Office of the Register of Deeds of this County in Book of Deeds No. 383 page 34

D. E. PARIS, Register of Deeds

By Mae Tugen Deputy
10-18-71

450 Pp