

NORTH CAROLINA  
DAVIE COUNTY

RESTRICTIVE COVENANTS

KNOWALL MEN BY THESE PRESENTS, that the HICKORY HILL DEVELOPMENT COMPANY, owner and developer (hereinafter called "Grantor") does hereby covenant and agree to and with persons, firms or corporations now owing or hereafter acquiring any property in any of the lots as shown on Section 1 of Hickory Hill Golf & Country Club Development, recorded in Plat Book 4 at Pages 105-107 in the Office of the Register of Deeds of Davie County, North Carolina.

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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The preceding provisions of this paragraph notwithstanding, any restriction, covenant or condition hereinafter set forth may be removed, modified or changed by securing the written consent of the Grantor, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Davie County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the Grantor, its successors or assigns.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning property situated in said development or subdivision to prosecute or enforce any provisions of these covenants in an action at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages for such violation.

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.

1. 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 on any side fronting a street, and customary accessory buildings used in connection therewith for customary purposes. No building shall be erected or altered unless the plans and specifications therefor shall have been approved in writing by the Grantor as to quality and appearance, provided, however, that if the Grantor does not disapprove the plans and specifications submitted to it within thirty (30) days from the time they are submitted, their approval shall be deemed to have been given.

2. No residence shall be erected on less than one lot, and no lot shown on the recorded plat shall be subdivided, except that two owners may subdivide a lot between them, but only one residence shall be built on the combined original and the subdivided portion of any lot.

3. No single family dwelling shall be built erected, altered or used unless it shall contain at least fifteen hundred (1500) square feet of floor space in the main body of the house if the structure is a one-story building or at least two thousand (2000) square feet of floor space in the main body of the house if the structure is a two-story building, exclusive of basements, garages, carports, outhouses, porches, breezeways, stoops and terraces. For the purposes of this paragraph, a split-level house shall be considered a one-story building. Said measurements are to be made from the outside wall lines.

4. Except as otherwise shown on the recorded plat, (a) all buildings shall be set back from the property line of the street abutting the front of said lot a distance of at least forty (40) feet and in any event a distance as shall be approved by the Davie County Health Department in order to allow the proper construction of a septic tank and its attendant line; (b) no building or part of a building other than steps, overhanging eaves or cornices shall extend nearer to the rear property line than forty (40) feet; (c) there shall be two side yards, with a total width of not less than thirty (30) feet, provided that in no case shall the width of either side yard be less than ten (10) feet, and provided that in the case of a corner lot no building or part of a building other than steps, overhanging eaves or cornices shall extend nearer the side property line adjacent to the street than twenty (20) feet.

5. Any residence erected on a lot shall include a septic tank, and no outside toilets are to be erected. If sewer facilities shall become available in the future, and residences connect with such facilities, then that portion of this paragraph relating to a septic tank shall not apply.

6. 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 either a temporary or permanent residence.

7. No lot shall be used for business, manufacturing or commercial purposes, nor shall any swine, fowl or livestock be kept or allowed to remain on any lot. Household pets may be kept or allowed to remain for non-commercial purposes on any lot if they are properly confined and do not constitute a nuisance.

8. Easements and rights-of-way for the maintenance of public utilities are reserved, but such easements and rights-of-way must be used so as to interfere as little as possible with the use of the property by the owners thereof.