

of the second part, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 22 day of August, 1970.

Kathryn B. McDaniel (SEAL)
Notary Public

My commission expires: May 20, 1975

NORTH CAROLINA, DAVIE COUNTY

The foregoing certificate of Kathryn B. McDaniel, Notary Public of Rowan County is certified to be correct. This instrument was presented for registration and recorded in this office at Book 87, page 519.

This 22 day of September, 1972 at 4:00 o'clock P. M.

J. K. Smith, Register of Deeds

By J. K. Smith
Register of Deeds

NORTH CAROLINA
DAVIE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owners of the Development known as "CARWOODS" does hereby covenant and agree to and with all persons, firms, corporations now owning or hereafter acquiring any property in any of the lots of the development known as "CARWOODS" as shown in an unrecorded map located at the home of the undersigned and that the aforesaid lots shall be subject to the following restrictive covenants:

1. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.
2. No building or other structure shall be built, altered, or erected to be used, and no land shall be used for any purpose other than a single-family dwelling and customary accessory buildings used in connection therewith as pertinent to the main dwelling. No trailers, apartment houses or duplex houses will be allowed.
3. Only one single-family dwelling shall be built, erected, or used on any one lot.
4. No lot as shown on the unrecorded map shall be sub-divided further after sold by the original developer.
5. No building shall contain exposed cement or cinder blocks.
6. The ground floor area of the main living area of the structure, exclusive of open porches, carports, breezeways and garages shall have no less than 1400 square feet for a one story building.
7. No building or parts of building, other than steps, open porches, overhanging eaves or cornices, shall extend nearer to the front or side street right of way lines than 65 feet, or as indicated on aforesaid unrecorded map.
8. No building or part of building, other than steps, open porches, overhanging eaves or cornices shall extend near to the side lot line than 15 feet.
9. Easements for installation and maintenance of utilities, drainage, and water facilities are reserve to be placed on said lots by the developer accordingly as necessary.
10. These covenants are to run with the land and shall be binding upon all parties and upon all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which 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. Any minor exceptions to these restrictions may be agreed to by means of approval and consent of the grantors and the adjacent (on either side) property owners.
11. If the parties hereto or any of them or their heirs or assigns or grantees shall violate any of the covenants herein it shall be lawful for any person or persons owning any of the lots as described above to prosecute any proceeding at law or inequity against the person or persons violating any such covenants and to prevent him or them from so doing or to recover damages for such violation.
12. No swine, goats, livestock or fowls shall be kept on the premises.

IN TESTIMONY WHEREOF, the said owners, Jerry W. Cartner and wife, Joan G. Cartner, have hereunto set their hands and seals, this 25 day of September, 1972.