

STATE OF NORTH CAROLINA  
COUNTY OF DAVIDSON

49

KNOW ALL MEN BY THESE PRESENTS, that Craver, Essick & McKay, Incorporated, a North Carolina Corporation located at Lexington, Davidson County, North Carolina, does hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any of the property hereinafter described in the form and manner as follows:

WITNESSETH:

That Whereas, the said Craver, Essick & McKay, Incorporated, is the sole owner of the Subdivision known as Sections Two and Three of "WOODCREST", the plot or map of which is recorded in Plat Book 9, pages 3 and 22 in the Office of the Register of Deeds of Davidson County, State of North Carolina, along with these restrictions, and

Whereas, the lots are so situated as to comprise a neighborhood unit of the aforesaid subdivision known as Sections Two and Three of "WOODCREST", and it is the intent and purpose of said corporation either to erect residences on said lots or to convey the aforesaid lots to persons who will erect thereon residences to be used for family purposes, and

Whereas, the said corporation desires to establish a general scheme or plan regarding the enjoyment and use of said lots for the benefit of said prospective purchasers, and to restrict the use of said lots in a uniform manner, and to put all persons on notice of such restrictions.

NOW, THEREFORE, the said Craver, Essick & McKay, Incorporated, does hereby agree, publish and declare that all of said lots of said subdivision known as Sections Two and Three of "WOODCREST", a plot or map of which is recorded in the Office of the Register of Deeds of Davidson County, shall be subject to the restrictions hereinafter set forth which shall constitute covenants running with the land, and does agree, publish and declare that the deeds hereinafter made by it to the aforesaid lots shall be made subject to the restrictions set out as follows:

(1) The following covenants shall be binding on the parties to this declaration and on all persons, firms or corporation claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(2) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(3) 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.

(4) All of said lots on the Map of Woodcrest as herein described above shall be known as residential lots except those lots noted otherwise above and no structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached single-family dwelling, said dwelling not to exceed 2 1/2 stories in height, and a private garage for not more than three cars and other outbuildings incidental to residential use of said lot.

(5) No building shall be located nearer to the front lot line or near to the side street than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than 25 feet to the front lot line nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

(6) No residential structure shall be erected or placed on any

building lot, which lot has an area of less than 10,000 square feet or a width of less than 60 feet at the front building set-back line.

(7) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(8) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(9) The ground floor area of the main structure exclusive of one-story open porches and garages shall be not less than 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two or two and one-half story structure.

(10) No fence or other obstruction (not including the main residence\* exceeding three feet in height shall be near the front street than fifty feet, nor nearer any side street than fifteen feet.

(11) No sign boards of any description shall be displayed on any residential lot with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two feet by three feet in size, except development signs.

IN TESTIMONY WHEREOF, the said Craver, Essick & McKay, Incorporated, has caused these presents to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Secretary, all by authority of its Board of Directors duly given, this the 30th day of September, 1954.



*Leonard H. Craver*  
SECRETARY

CRAVER, ESSICK & MCKAY, INC.

BY *Woodrow McKay*  
PRESIDENT

STATE OF NORTH CAROLINA, DAVIDSON COUNTY.

This is to certify that on the 30th day of September, 1954, before me,

*Inez J. Williams, Deputy*, Clerk of the Superior Court, personally came Leonard H. Craver, with whom I am personally acquainted, who, being by me duly sworn, says that Woodrow McKay is the President and that he is the Secretary of Craver, Essick & McKay, Inc., the Corporation described in and which executed the foregoing instrument; that he knows the common seal of the said Corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the Corporation was subscribed thereto by the said President, and that the said President and said Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said Corporation, and that the said instrument is the act and deed of the said Corporation.

Let the instrument, with the certificate, be registered.

Witness my hand, this 30th day of September, 1954.

STATE OF NORTH CAROLINA  
COUNTY OF DAVIDSON

*Inez J. Williams, Deputy*  
CLERK SUPERIOR COURT.

Filed for registration on the 2  
day of October 1954 at 11:30  
o'clock P. M. and duly recorded  
in Book No. 262  
Page 494

*Allen B. Orme* Reg. of Deeds  
*Orme*