

NORTH CAROLINA

VOL 601 PAGE 342

WILKES COUNTY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned managing partners of SOUTHERN MANAGEMENT COMPANY, a North Carolina partnership, do hereby covenant and agree to and with all persons, firms or corporations hereinafter acquiring any of the property below described:

BEING all of the Lots shown and described on the Map of Hickory Hill Orchards as recorded in Map Book 8, Page 128, Wilkes County Registry, reference to said Map hereby made for a more full and complete description of each of said Lots;

that said property is hereby subject to the following restrictions as to the use thereof, the same running with the property, by whomsoever owned, to-wit:

(1) All lots in this Subdivision and Development shall be used for residential purposes. Each residence shall have a minimum living area of 1,200 square feet of enclosed or heated floor space, exclusive of carport or garage, on the ground floor if the structure is a one story residence. If the residence is a two story or story and a half residence, the minimum living area of the ground floor shall be 1,000 square feet exclusive of carport or garage. No structure as hereinbefore provided shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family residence and such accessory or other buildings as hereinafter allowed. No residence shall be allowed to have concrete blocks above the foundation or basement walls and any concrete blocks above ground shall be covered with some suitable material so that the same are not visible.

(2) No building erected on the premises including the residence home shall be used as a permanent business location except for such home type business that may be carried on within the personal residence of an individual. In connection therewith no business sign shall be displayed on said premises that is lighted or is larger in size than twenty four (24) inches by twenty four (24) inches and they shall be placed and located in as discrete and attractive manner as possible.

(3) No production of poultry, hogs, cattle, goats or other farm animals shall be allowed on any of said premises; provided however that horses and beef cattle for family use only shall be allowed and permitted but limited in number, only one animal per acre of land.

(4) Gardens for personal use but not for commercial use shall be permitted but restricted to one acre in size per tract of land.

(5) Orchards and vineyards for personal and commercial use are permitted.

(6) The uses permitted by these covenants are residential of nature with limited agricultural uses permitted but only in accordance with these covenants.

(7) No noxious or otherwise offensive activities shall be carried on upon any lot or tract of land, nor anything thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. The lot or tract owner or owners shall have the responsibility and obligation of maintaining said lands in a clean, well maintained manner and shall have the obligation of preventing of the development on any of said lands any unclean, unsightly or unkept conditions of buildings or grounds, which conditions tend to substantially decrease the attractiveness of the neighborhood as a whole. Each tract or lot of land shall be maintained in a tidy manner and no rubbish, junk, building materials, inoperable automobiles or other junk vehicles or other unsightly things shall be allowed to accumulate thereon but kept or stored where they are not visible and as expeditiously as possible removed from the premises. No mining operations of any kind shall be permitted upon any tracts of land and no timber may be cut and removed from said premises for commercial sale.

(8) No lot or tract of land may be sub-divided so as to create as a result of such division any lot or tract smaller in size than two acres. Only one residential dwelling home may be erected on each tract of land or each tract or lot of land resulting from a division of an original tract of land, as herein provided. The owners reserve unto itself, themselves and their successors and assigns a perpetual, alienable and releaseable easement and right on, over and onto the ground for the purpose of erecting, maintaining and using electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water and other public conveniences or utilities on, in or over a ten (10) foot strip of land immediately adjacent to the front, side and rear boundary lines of said tracts; provided however that all effort to use said utility easements for the

purposes herein set forth so as to interfere as little as possible with the use of said property by the owner of the same shall be made.

(9) The roads and streets having a right of way width of sixty (60) feet and located within Hickory Hill Orchard, map of same being of record in the Wilkes County Registry shall be available for use by the owners of lots and tracts within Hickory Hill Orchard as a means of ingress to and egress from their said properties and all deeds shall contain easements of right of way to said roads and streets. The owner of said property shall grade, drain, stabilize and gravel said roads and streets prior to the sale of any tract of land. Thereafter said rights of way shall be maintained by the owners hereof for a period of four (4) years or until the Property Owners' Association as hereinafter provided has been created. During this four (4) year period each tract owner (or owner of a tract which has been sub-divided from an original or other tract) shall pay an annual fee of \$75.00 per year, the same to be used for the maintenance of said rights of way and roads. Said annual payments shall for the first four (4) years be held as an escrow account by the owners hereof and used solely for the maintenance of said rights of way and roads. At the end of four (4) years from the date hereof a Property Owners' Association shall have been formed and all maintenance of roads and enforcement of restrictions shall thereafter be the sole responsibility of such Property Owners' Association. Each and every owner of a lot or tract of land or lot or tract sub-divided from an original or other tract of land within Hickory Hill Orchards shall be a member of the Property Owners' Association. The annual payment of \$75.00 for maintenance of the roadway shall be made on or before June 30th of each year and a lien for such amount shall be placed upon each and every lot or tract of land within Hickory Hill Orchards.

The Property Owners' Association shall have the power to increase the amount of annual payments made for road maintenance if said increase is reasonably necessary in order to adequately maintain said roads and streets.

After one third of the property is sold by owners all maintenance and enforcement of restrictions shall be turned over to the duly organized Property Owners' Association.

(10) At no time shall property owners be liable for road maintenance payments as hereinbefore provided in excess of \$50.00 per year per tract of land still owned by said owners.

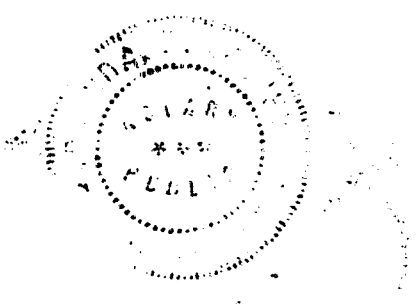
IN WITNESS WHEREOF, the managing partners of SOUTHERN MANAGEMENT COMPANY have hereunto set their hands and seals this the \_\_\_\_\_ day of October, 1981.

SOUTHERN MANAGEMENT COMPANY

By: J. E. Hobbs  
Managing Partner

By: James A. Allen  
Managing Partner

By: William L. Turner  
Managing Partner



NORTH CAROLINA

WILKES COUNTY  
NASH

I, Nancy E. Medlin, a Notary Public for said County and State, do hereby certify that J.E. Hobbs, Managing Partner of SOUTHERN MANAGEMENT COMPANY, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants and Conditions.

WITNESS my hand and notarial seal, this the 3rd day of November, 1981.

Nancy E. Medlin (SEAL)  
Notary Public

My Commission Expires: 12-27-81

NORTH CAROLINA

Wake  
~~WILKES~~ COUNTY

I, Brenda M. Loomis, a Notary Public for said County and State, do hereby certify that James A. Allen, Managing Partner of SOUTHERN MANAGEMENT COMPANY, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants and Conditions.

WITNESS my hand and notarial seal, this the 3 day of November, 1981.

Brenda M. Loomis (SEAL)  
Notary Public

My Commission Expires: 8-26-86

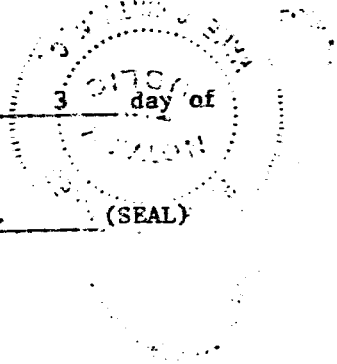


NORTH CAROLINA  
Wake  
WILKES COUNTY

I, Patsy Y. Rhodes, a Notary Public for  
said County and State, do hereby certify that William L. Turner,  
Managing Partner of SOUTHERN MANAGEMENT COMPANY, personally appeared before me  
this day and acknowledged the due execution of the foregoing Restrictive  
Covenants and Conditions.

WITNESS my hand and notarial seal, this the 3 day of  
November, 1981.

Patsy Y. Rhodes  
Notary Public



My Commission Expires: May 3, 1986

STATE OF NORTH CAROLINA, COUNTY OF WILKES.

The foregoing certificate(s) of Nancy E. Medlin, N. P., Brenda W. Looney, N. P. & Patsy Y. Rhodes, N. P.

is (are) certified to be correct. This instrument was presented for registration this 7 day of December, 19 81,  
at 9:29 A.M., P.M. and duly recorded in the office of the Register of Deeds of Wilkes County, North Carolina in Book 601, Page 342.

Ray Welborn  
REGISTER OF DEEDS

By: Ray Welborn  
ASSISTANT, DEPUTY REGISTER OF DEEDS.