

STATE OF NORTH CAROLINA,  
COUNTY OF SCOTLAND.

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, MYRTLE GIBSON HOWELL, GLORIA HOWELL COUGHENOUR and husband, CLARENCE W. COUGHENOUR, of Scotland County, North Carolina; FRED A. HOWELL MANN and husband, PATRICK A. MANN, of Orange County, North Carolina; ANN HOWELL BRASWELL and husband, DAVID C. BRASWELL, of Mecklenburg County, North Carolina; and WANDA HOWELL STANTON and husband, ROBERT A. STANTON, of Marlboro County, South Carolina, hereinafter called the "Owners," are the owners of all those lots known and described and designated as "Forest Hills, Section 1," a plat of which said subdivision is recorded in Book of Plats No. 8, Page 123, Scotland County Registry; and

WHEREAS, it is to the interest, benefit, and advantage of the Owners and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, the Owners hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring title to any lot or lots included in said subdivision, that all of said lots in "Forest Hills, Section 1," a plat of which is duly recorded in Book of Plats No. 8, Page 123, Scotland County Registry, shall be, and the said

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land now is to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All lots in Forest Hills, Section 1, shall be residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any of said lots except one (1) detached single-family dwelling, of not more than two and one-half (2½) stories in height, and a private garage for not more than three (3) cars, and such other outbuildings incidental to such residential use in the rear of the dwelling house. The outbuildings just mentioned shall be neatly constructed and well kept.

No private garage or carport will be constructed so that the door or doors through which the vehicle or vehicles pass will face the front of the lot and no private garage or carport will be constructed so that the side facing the front of the lot will be open, either partially or wholly. It is the purpose of this covenant to prohibit the inside of garages and/or carports from being visible from the street on which the residence faces.

2. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Forty Thousand and No/One Hundredths (\$40,000.00) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that

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which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than One Thousand Five Hundred (1,500) square feet for a one-story dwelling, nor less than One Thousand (1,000) square feet for the first floor of a two-story dwelling.

3. BUILDING LOCATION. No structure shall be located on any of said lots within forty (40) feet of the street on which the lot faces, nor nearer than twenty-five (25) feet to any side street; and no structure shall be nearer than fifteen (15) feet to any side lot line. Deviations from building line restrictions not in excess of ten (10) percent shall not be construed as a violation. For purposes of these covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4. TEMPORARY STRUCTURE. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily, permanently or otherwise; and no structure of a temporary character shall be used as a residence. No house trailer or mobile home shall be placed or allowed to remain on any of the lots in said subdivision at any time.

5. FENCES AND WALLS. No fence, wall, or hedge higher than sixty (60) inches shall be erected or maintained on said premises; no fences of a metal, cyclone type shall be erected on

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the front or front side yard of any lot.

6. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

7. SEWAGE DISPOSAL. Until such time as municipal sewage is available, sewage disposal shall be by septic tank only to meet the approval of the North Carolina State Board of Health, and then, only until the municipal sewage system becomes available, when connection therewith shall be immediately made and thereafter used, and the septic tank removed from the premises.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The

same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. SIGNS. No signs of any kind shall be displaced to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

11. EASEMENTS. Easements for installation and maintenance of utilities are reserved for a width of three (3) feet along both sides of each street shown on the subdivision plat. In addition, easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

12. NUISANCES. No noxious or offensive activity shall

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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.

13. TERM. The aforesaid covenants are to run with the land and are to be binding not only on the Owners, but also on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and to which time said covenants shall be automatically extended for successive periods of ten (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.

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

15. 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.

To the true and faithful performance of these covenants and agreements herein contained, the Owners have caused this instrument to be signed, and to the true and faithful performance of these covenants and agreements they do hereby bind themselves, their heirs, successors, administrators, executors, or assigns.

IN WITNESS WHEREOF, the Owners have caused this

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instrument to be executed in their names and their personal seals attached hereto, this the 24th day of April, 1973.

✓ Mirtle Gibson Howell (SEAL)  
MYRTLE GIBSON HOWELL

✓ Gloria Howell Coughenour (SEAL)  
GLORIA HOWELL COUGHENOUR

✓ Clarence W. Coughenour (SEAL)  
CLARENCE W. COUGHENOUR

✓ Freda Howell Mann (SEAL)  
FREDA HOWELL MANN

✓ Patrick A. Mann (SEAL)  
PATRICK A. MANN

✓ Ann Howell Braswell (SEAL)  
ANN HOWELL BRASWELL

✓ David C. Braswell (SEAL)  
DAVID C. BRASWELL

✓ Wanda Howell Stanton (SEAL)  
WANDA HOWELL STANTON

✓ Robert A. Stanton (SEAL)  
ROBERT A. STANTON

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SOUTH  
STATE OF ~~MISSISSIPPI~~ CAROLINA,  
MARLBORO  
COUNTY OF ~~MISSISSIPPI~~.

I, Nancy E. Wood, a Notary Public of the aforesaid  
County and State, do hereby certify that MYRTLE GIBSON HOWELL

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personally appeared before us this day and acknowledged the due execution of the foregoing instrument for all the intents and purposes therein expressed.

WITNESS my hand and Notarial Seal this the 24th day of April, 1973.

Nancy E. Elwood  
Notary Public.



My Commission Expires: 5/20/78

STATE OF NORTH CAROLINA,  
COUNTY OF SCOTLAND.

I, Alma M. Kennedy Notary Public of the aforesaid County and State, do hereby certify that GLORIA HOWELL COUGHENOUR and husband, CLARENCE W. COUGHENOUR, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for all the intents and purposes therein expressed.

WITNESS my hand and Notarial Seal this the 2 day of April, 1973.



Alma M. Kennedy  
Notary Public.

My Commission Expires: Feb 8, 1973

STATE OF N.C.  
COUNTY OF Orange.

I, Leon F. Fite, a Notary Public of the aforesaid County and State, do hereby certify that FREDA HOWELL MAHE

and husband, PATRICK A. MANN, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for all the intents and purposes therein expressed.

WITNESS my hand and Notarial Seal this the \_\_\_\_\_ day of APR 18 1973, 1973.

*Leon J. Foster*  
\_\_\_\_\_  
Notary Public.

My Commission Expires: *May 30, 1976*



STATE OF SOUTH CAROLINA,  
COUNTY OF MARLBORO.

I, Nancy E. Wood, a Notary Public of the aforesaid County and State, do hereby certify that ANN HOWELL BRASWELL and husband, DAVID C. BRASWELL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for all the intents and purposes therein expressed.

WITNESS my hand and Notarial Seal this the 24th day of April, 1973.

*Nancy E. Wood*  
\_\_\_\_\_  
Notary Public.

My Commission Expires: 5/20/78



STATE OF SOUTH CAROLINA,  
COUNTY OF MARLBORO.

I, Nancy E. Wood, a Notary Public of the aforesaid County and State, do hereby certify that WANDA HOWELL STANTON

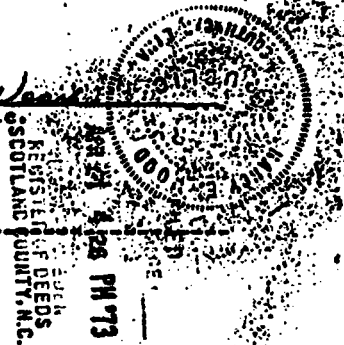
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and husband, ROBERT A. STANTON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for all the intents and purposes therein expressed.

WITNESS my hand and Notarial Seal this the 24th day of April, 1973.

Nancy E. Wood  
Notary Public.

My Commission Expires: 5/20/78



STATE OF NORTH CAROLINA,  
COUNTY OF SCOTLAND.

The foregoing certificates of Nancy E. Wood,  
Marlboro South  
a Notary Public of Scotland County, North Carolina, Alma M.  
Kennedy, a Notary Public of Scotland County, North Caro-  
lina, Leon F. Yates, a Notary Public of Orange  
County, State of North Carolina, Nancy E. Wood, a Notary  
Public of Marlboro County, State of South Carolina, and  
Nancy E. Wood, a Notary Public of Marlboro County,  
State of South Carolina, with the Notaries' official seals  
thereto affixed, are certified to be correct.

This instrument recorded in the Scotland County Reg-  
istry on the 24th day of April, 1973, at 4:28  
o'clock, P. M., in Book 6-L, Page 113.

Margaret S. Peden, Deputy  
Margaret S. Peden,  
Register of Deeds,  
Scotland County,  
North Carolina.

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