
**MARK CHILTON
REGISTER OF DEEDS
ORANGE COUNTY, NC**

**NORTH CAROLINA
ORANGE**

I do hereby certify this to be a true copy of the attached document filed and recorded in the aforesaid county as evidence by Book No. 150 Page 251 and consist of 4 page/s.

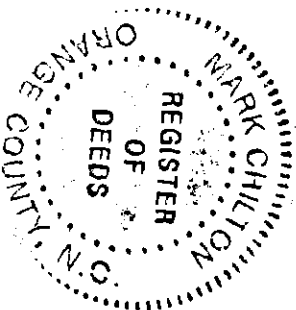
Witness my hand and Official seal this the 14th day of November, 2018

Mark Chilton
Register of Deeds

By: _____

Deputy

SEAL



**Orange County Register of Deeds
Mark Chilton
228 South Churton Street, PO Box 8181
Hillsborough NC 27278**

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NORTH CAROLINA
ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Edgar H. Lawton and Charles W. Coker, Executors and Trustees under the Last Will and Testament of William Chambers Coker, deceased, do hereby covenant and agree with all persons purchasing properties from them within the area set out below that all lots in the area set out below are subjected to the following covenants and restrictions as to the use thereof, running with said properties by whomever owned, and which said restrictions shall be referred to and included by reference in all deeds made and executed by them for properties within said area, to-wit:

1. The area to which these restrictions are applicable and binding is as follows: All that area lying South of Highway #54 West and Northwest of the bypass leading from Highway #54 to the Pittsboro Highway #15-501, and East and Southeast of the center line of the meanderings of the meeting of the Waters Branch, to the extent that said area is now owned by the Estate of William Chambers Coker, and the said Executors and Trustees are authorized and empowered to impose restrictions thereon.

2. The minimum area of a lot or building property shall be six-tenths (0.6) acre. This restriction shall not be interpreted to apply to areas set aside as park or garden areas and not sold, conveyed, or dedicated for building sites.

3. The minimum cost of dwelling structures within this area shall be TEN THOUSAND (\$10,000.00) DOLLARS, exclusive of land cost.

4. Only one dwelling or replacement thereof shall be placed upon each lot. This shall not preclude the sale of tracts by us with the specification as to the number of dwellings that may be placed thereon provided the minimum area as specified in paragraph (2) above is not violated. Nor shall this be interpreted as denying contiguous property owners the right to exchange or sell to each other small strips or areas of their land for the purpose of improving the shape or dimensions of their lots, provided the area restriction of paragraph (2) above is not violated; and provided further, that any area exchanged shall be added to and become a part of the lot to which it is an addition and subject to the same restrictions as a part of the lot added to and does not increase the number of dwelling lots already provided for said added to lot.

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5. No structure shall be erected, altered, placed, or permitted to remain on said property nearer than fifty (50) feet to any of the roads within the area, nor nearer than twenty-five (25) feet to the side or back lines of the lot.

6. Buildings constructed in this area shall be limited to single-family units. No duplex houses, apartments, commercial or industrial buildings (except nurseries, gardens, schools, churches and country clubs and buildings incidental thereto) shall be constructed within the area. This shall not be interpreted to preclude the provision of servant's quarters or rooms incidental to residence and garage structure, nor does it preclude the inclusion of two or three rooms for rent or one small light housekeeping apartment within the residential structure.

7. No trailer, tent, shack, garage or other outbuilding erected on a lot shall at any time be used as a residence temporarily or permanently.

8. No cows or hogs may be kept and no barns or hog pens may be constructed on property within the area.

9. No dwelling house, building or other structure shall be erected, placed, or altered on any building lot in this area until the building plans and specifications, and plot plan showing the location of said building, have been approved in writing as to conformity and harmony of exterior design with existing structures in the area, and as to location of the building with respect to topography and the finished ground elevation by a majority of committee composed of Louise V. Coker, H. R. Totten, William Joslin, The Secretary and the Treasurer of Coker College for Women, Founded by J. L. Coker, or by a representative designated by a majority of the members of the said committee. In the case of death, resignation or inability to serve of any member of said committee, the vacancy created shall be filled by appointment by the President of the Board of Trustees of Coker College for Women, Founded by J. L. Coker; and pending such appointment, the surviving member or members or the designated representative or the committee shall have authority to approve or disapprove such design or location. If the aforesaid committee or its authorized representative fails to approve or disapprove a design or location within thirty days after plans have been submitted to it in writing, or in any event, if no suit to enjoin the erection, placement or alteration of such building has been commenced prior to the completion thereof, such approval of said design or location so submitted will not be required. Said

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committee shall act and serve until the 15th day of March, 1984, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded in the Office of the Register of Deeds of Orange County their authorized representatives who thereafter shall have all the powers subject to the same limitations delegated herein to the aforesaid committee, and for the time limited in said writing. If there are more than one owner of a lot, these owners shall be entitled to only one vote.

10. This agreement shall be made a matter of official record, and its provisions shall be incorporated by reference to the recorded instrument in the deed conveying each parcel of land owned by the Estate of William Chambers Coker and the Executors and Trustees thereof within the area defined herein. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until March 15, 1984, after which said covenants shall be automatically extended for successive periods of ten years unless by vote of three-fourth of the then owners of the lots in the area it is agreed otherwise. These provisions may be amended at any time by the unanimous written agreement of the owners of real estate in this area. All owners of a single lot shall have one (1) vote.

11. Except as specifically limited and permitted above, the zoning ordinances applicable to the most restrictive zone of the Town of Chapel Hill, N. C., now in effect and as hereafter legally enacted and amended shall apply to this area.

12. 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 of the parties hereto and 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 to prevent him or them from so doing or to recover damages or other dues for such violation.

13. 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.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed

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their seals, this the twelfth day of March, 1954.

Edgar H. Lawton
EDGAR H. LAWTON
Charles W. Coker
CHARLES W. COKER
EXECUTORS AND TRUSTEES UNDER THE
LAST WILL AND TESTAMENT OF
WILLIAM CHAMBERS COKER

STATE OF SOUTH CAROLINA }
DARLINGTON COUNTY }

I, Philip Wilmoth, a Notary Public in and for the State of South Carolina,
do hereby certify that Edgar H. Lawton and Charles W. Coker, Executors and
Trustees under the Last Will and Testament of William Chambers Coker, deceased,
each personally appeared before me this day and acknowledged the execution of
the foregoing instrument.

WITNESS my hand and notarial seal this the 20th day of March, 1954.



Philip Wilmoth
Notary Public for South Carolina

My commission expires at pleasure
of the Governor.

ORANGE COUNTY
STATE OF NORTH CAROLINA

The foregoing certificate of Philip Wilmoth,
a Notary Public of Darlington County, South Carolina
attested by his notarial seal is adjudged to be correct. Let the foregoing instrument with all
certificates be registered.

WITNESS my hand, this the 14th day of April, 1954.

W. L. L. L.
Clerk Superior Court

NORTH CAROLINA, ORANGE COUNTY

Filed for registration April 14 1954 at 2 o'clock P. M. and registered in Book
Book 150, at page 254.

J. E. Lane
Register of Deeds