

RESTRICTIVE COVENANT AGREEMENT FOR RESTRICTIONS  
APPLICABLE TO COKER HILLS, CHAPEL HILL, N. C.  
Recorded in Plat Book 9, Pages 18 & 19  
Orange County Registry

KNOW ALL MEN BY THESE PRESENTS, that The Board of Trustees of Coker College for Women, Founded by J. L. Coker, deceased, do hereby covenant and agree with all persons purchasing properties from it 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 whomsoever 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 of the area belonging to the Board of Trustees of Coker College for Women, Founded by J. L. Coker, deceased, lying East of Estes Hills Development, Board of Education of Orange County properties on which is located Estes Hill School and bounded also on the South by said school properties, on the West by C. L. Lindsay heirs, on the North by the property of Monroe Partin & Green Johnson heirs, on the North by Lake Forest Estates Development and others, on the East by Vernon L. Crook, the road leading from U. S. Highway 15-501 alternate (Old Chapel Hill to Durham Highway) to the Old Oxford Road, on the South by E. S. Robinson, Old Oxford Road and W. Grady Pritchard et al, known as Coker Hills, Chapel Hill, North Carolina, which is more particularly described by plat recorded in Plat Book 9, at Pages 18 & 19, Orange County Registry.

2. The minimum area of a lot sold for building property shall be six-tenths (0.6) acre. This restriction shall not be interpreted to apply to any area set aside as park.

3. The minimum cost of dwelling structures within this area shall be FIFTEEN THOUSAND (\$15,000.00) 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 it 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.

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 rear lines of the lot.

6. Residential buildings constructed in this area shall be limited to single family units. This does not preclude nurseries, gardens, schools, fire stations, parks, churches, country clubs and buildings incidental thereto. No duplex houses, apartments, commercial or industrial buildings 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 committee shall act and serve until the 15th day of September, 1990, 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 Board of Trustees of Coker College for Women, Founded by J. L. Coker, 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 September 15, 1990, after which said covenants shall be automatically extended for successive periods of ten years unless by vote of three-fourths 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, successors 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 TESTIMONY WHEREOF, the party hereto has caused this restrictive covenant agreement to be sealed with its common seal, signed in its name by its President and attested by its Secretary, the 7<sup>th</sup> day of September, 1960.

THE BOARD OF TRUSTEES OF COKER COLLEGE  
FOR WOMEN, FOUNDED BY JAMES L. COKER

BY: [Signature]

President

ATTEST

[Signature]  
Secretary

Corporate seal Not  
affixed at time of  
recording.



SOUTH CAROLINA

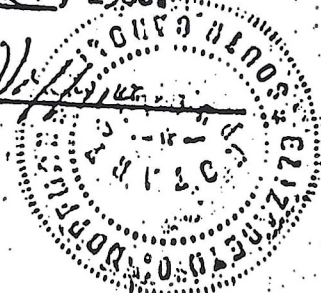
DARLINGTON COUNTY

This is to certify that on this day personally came before me W. H. Sory who, being by me duly sworn, says that he knows the common seal of the Board of Trustees of Coker College for Women, Founded by James L. Coker, and is acquainted with Charles W. Coker who is the President of said Corporation and that he, the said W. H. Sory, is the Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and saw the said common seal of said Corporation affixed to said instrument by said President and that he, the said W. H. Sory, signed his name in attestation of the execution of said instrument in the presence of said President of said Corporation.

Witness my hand and notarial seal this 21<sup>st</sup> day of September, 1960.

My commission expires: at will of Governor

Elizabeth O. Hoffman  
Notary Public



NORTH CAROLINA

ORANGE COUNTY

The foregoing certificate of Elizabeth O. Hoffman, a Notary Public, in and for the County of Darlington and State of South Carolina attested his notarial seal, is adjudged to be correct and in due form, and according to law, and the said instrument to which is attached is adjudged to have been duly proven. Let the same with all certificates be registered.

Witness my hand this 21<sup>st</sup> day of October, 1960.

M. Lynch  
Clerk Superior Court

NORTH CAROLINA  
ORANGE COUNTY

Filed for registration on the 21st day of October, 1960 at 4:10 o'clock P. M.  
and recorded in Deed Book 178, page 510.

Betty Ann Hayes  
REGISTER OF DEEDS

Return:  
Dan Perry, Atty.  
Box 578  
Chapel Hill, N. C.