

NORTH CAROLINA
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

THIS AGREEMENT, Made and entered into this 15th day of May, 1970, by BOYD REALTY and BUILDERS, INC., a North Carolina corporation with its principal office and place of business in Asheboro, North Carolina;

WITNESSETH:

THAT WHEREAS, Boyd Realty and Builders, Inc., is the owner of a certain parcel of land in Randleman Township, being the same property conveyed to it by deed recorded in Book 1005, page 294, Randolph County Registry; that it has subdivided said property and said subdivision is known and designated as "Map of Barber Estates Subdivision" and being Lots Nos. 1 through 18; and

WHEREAS, said Boyd Realty and Builders, Inc., in order to promote a well classified and regulated residential district upon said parcel of land hereinabove specified as Lots Nos. 1 through 18 in said Map of Barber Estates Subdivision, do place upon the hereinabove described property the restrictions as hereinafter stipulated and set forth:

1. That these restrictions herein shall apply to all of those lots, tracts or parcels of land hereinbefore referred to and listed above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
3. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 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 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 950 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.
4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.
5. No residence or building of any kind erected on the property shall be nearer the front property lines on any street than 30 feet, no nearer either of the side property lines of a building lot than 10 feet, provided that this section shall not apply to garages and outside utility houses which are erected in the rear of the residences and dwelling.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 those improvements for which a public authority or utility company is responsible.

7. No noxious or offensive activity shall 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.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. 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.

11. 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 material shall be kept in a clean and sanitary condition.

12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 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 lines extended. The same sight-line limitations shall apply on any lot within 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.

13. There shall be no SHELL homes built in the area.

14. There shall be no junk automobiles parked in the area, nor shall any other junk condition be allowed to exist that will mar the beauty of the development.

The above covenants and conditions are placed on the property and parcels hereinabove specified and set forth as a part of a general scheme or plan of development for the benefit of all owners of the property hereinabove specified within said map of Barber Estates Subdivision, and said covenants are and shall be binding upon the present owner of said lands, its successors and assigns, and shall be covenants running with the land, binding on all future owners of said land or any portion thereof.

This agreement shall be in full force and effect until May 15, 2000.

IN WITNESS WHEREOF, Boyd Realty and Builders, Inc., 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, this day and year first above written.

BOYD REALTY AND BUILDERS, INC.

Attest:

By [Signature]
President

[Signature]
Secretary

NORTH CAROLINA
RANDOLPH COUNTY

THIS 17th day of May 1970, personally came before me, William T. Boyd, who, being by me duly sworn, says that he is the President of Boyd Realty and Builders, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said William T. Boyd acknowledged the said writing to be the act and deed of said Corporation.

[Signature]
Notary Public

My commission expires: 5-19-71

NORTH CAROLINA — Randolph County

The foregoing certificate of Vernia B. Young
M.P.O. Randolph Co., N.C.

is (are) certified to be correct. This document was presented for registration and recorded in the office of this _____, Day _____

This 17th day of May, 1970
at 3:20 o'clock PM.

Amie Shaw, Register of Deeds
By [Signature]
Register of Deeds