

RESTRICTIVE COVENANTS

NORTH CAROLINA

RANDOLPH COUNTY

Forest Futures, Incorporated, A North Carolina Corporation with principal offices at 143 Law Building, Asheboro, Randolph County, North Carolina says that Forest Futures, Incorporated is the owner of certain lots of land which will be mapped and recorded in the Office of the Register of Deeds of Randolph County, North Carolina. All of these said lots or parcels of land are located in the "Fogleman Acres" sub-division, Liberty, North Carolina and more specifically being all of those lots created by the building of a new street in said sub-division under the street name of "Timber Lea" and all of said lots being owned by Forest Futures, Incorporated.

That the Corporation in order to promote a well classified and regulated residential district upon said lots hereinabove specified as being duly lain out in said "Fogleman Acres" sub-division on Timber Lea Street and described upon map or plat prepared by Clotus Craven, Registered Surveyor, do by their signatures and corporate seal affixed hereto do place upon the hereinabove described property the restrictive covenants as hereinafter set forth:

1. That the restrictions herein shall apply to all of those lots, tracts or parcels of land hereinbefore referred to and listed above.
2. That said lots shall be used for residential purposes only, but shall not exclude the use of such lots for churches or schools. No building shall be erected or permitted to remain on any lot other than a detached one-family dwelling not to exceed two stories in height, and a private garage to be used in connection therewith.
3. No shop, store, service station, factory, hotel, apartment house, duplex apartment, or place of public resort, or business house of any kind shall be erected or suffered or licensed to exist on the property above described, and no hospital, asylum, or institution of like or related nature shall be erected or suffered or licensed to exist on the property above described.
4. No building shall be constructed on any lot containing a land area of less than 15,000 square feet. The minimum space requirements for residences to be constructed upon any one lot shall be 1,500 square feet of heated and living area on the first floor, exclusive of porches, carports and garages.
5. No building shall be constructed on any lot that leaves cement or concrete block showing above ground.
6. All lots within the aforesaid sub-division on Timber Lea shall be subject to building set-back lines as follows:
 - (a) On that portion of any lot which abuts a street, the building set-back line shall be 40 feet back from the margin of the street which abuts said lot. In the event that said lot is a corner lot, then such building shall not be located nearer than 40 feet from the margin of the street which said building faces and shall not be less than 10 feet from the margin of the other street abutting said lot.

- (b) Sides back lines (except as hereinabove provided for corner lots) shall be 10 feet back towards the center of the lot from the side lines of said lot.
 - (c) The back set-back line shall be 30 feet towards the center of the lot from the back of each lot.
 - (d) The following is an exception to the requirement for set-back lines: Fences of not more than 4 feet in height.
7. No signs, billboards or advertising placards of any kind shall be erected or permitted to remain on any lot, except that the lot owner may, by a sign, show his or her name if such sign is attractively constructed and painted. However, a "For Sale" sign may be placed upon any lot provided the same does not exceed 2 feet in height and 2 feet in length.
 8. No noxious or offensive use shall be made of any of the lands described nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 9. No trailer, mobile home, tents, shack, barn, or temporary building shall be erected or placed on any of the lots on Timber Lea, with the exception that an outbuilding for storage purposes (but not for residence purposes) may be constructed on any lot in the sub-division so long as it is very attractively constructed of materials of a quality at least of German Siding and conforms to the set-back provisions as stated herein.
 10. No animals, fowl or livestock of any kind, other than normal house pets, shall be kept or maintained on any part of any lot in the subdivision.
 11. The disposal of sewerage, waste matter, garbage, and rubbish shall be accomplished in compliance with regulations of the State Board of Health of North Carolina and subject to the approval of the Sanitation Authorities of Randolph County and any other governmental authority which shall have jurisdiction concerning the same. No outside toilets shall be permitted. No sewage, garbage, rubbish or any other waste matter shall be permitted to drain into any of the bodies of water abutting or surrounding the subdivision.
 12. No junk automobiles, rubbish, refuse, waste matter, debris or other types of junk or unsightly material will be allowed to exist or remain on any of the lots in the subdivision.
 13. The above conditions and restrictions shall run with the land until April 1, 2002, and in the event that there is any violation of any of these covenants, an immediate cause of action to enjoin the violation shall arise in favor of any owner of any lot or lots in the aforesaid Timber Lea, including the parties hereto, and it is expressly understood that such an action may be for a mandatory injunction to remove the structure or structures or to cause the act or acts to cease. It is further provided that in addition to such injunctive relief, such party may recover compensation for any damages that may have been sustained as a result of such violation. The rights herein given are in addition to and not in contravention of any other rights or actions which such party may have as provided by law.
 14. Invalidation of any one or more of these covenants by any judgement or order of any court shall in no wise affect any of the other provisions herein set out, each such provision being separable from any and all other provision.
 15. The above covenants and conditions are placed on the property in said subdivision as a part of a general scheme or plan of development for the benefit of all of the owners of the property within said subdivision, and said covenants are and shall be binding upon the present owners of said lands, their successors, heirs and assigns.

These Restrictions to be in full force and effect until April 1, 2002.

This the 15th day of April 1972.

FOREST FUTURES, INCORPORATED

[Signature] (SEAL)
D. O. Trogdon, President

[Signature] (SEAL)
Clotus Craven, Vice President

[Signature] (SEAL)
Leo M. Hammer, Sec'y & Treas.

CORPORATE SEAL

NORTH CAROLINA Randolph COUNTY

I, Karl Mark Hammer, a Notary Public of said county, do hereby certify that D. O. Trogdon, President, Clotus Craven, Vice President and Leo M. Hammer, Sec'y & Treas of Forest Futures, Incorporated

personally appeared before me this day and acknowledged the execution of the foregoing Restrictive Covenants.

Witness my hand and seal, this the 2nd day of October, 19 72

My commission expires October 6, 1975

[Signature]
Notary Public Seal
(SEAL)

NORTH CAROLINA Randolph County

This instrument is different from

Karl Mark Hammer
Notary Public of Randolph Co., N.C.

is certified to be correct. This instrument was presented for registration and recorded in this office at Book 1053 Page 638 this 2nd day of October, 19 72 at 10:40 o'clock A.M.

Annie Shaw, Registrar Deeds
[Signature], Ass't.
Registrar of Deeds