

337

NORTH CAROLINA
RANDOLPH COUNTY

RESTRICTIVE COVENANTS FOR LANCER ACRES
SUBDIVISION, PLAT OF WHICH IS DULY RECORDED
IN THE OFFICE OF THE REGISTER OF DEEDS FOR
RANDOLPH COUNTY, NORTH CAROLINA IN PLAT
BOOK 15 AT PAGE 95.

KNOW ALL MEN BY THESE PRESENTS that HURLEY V. RUSH and wife, EVELYN L. RUSH of Randolph County, North Carolina, do hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring lots in LANCER ACRES SUBDIVISION, Glenola, New Market Township, Randolph County, North Carolina, as shown on plat recorded in Book 15 at Page 95, in the office of the Register of Deeds of Randolph County, North Carolina, that said lots are hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said land, and every part thereof, by whomsoever owned, PROVIDED, however, the hereinafter covenants shall not apply to Lots Nos. 1, 2, 3, 10, 11, 12 and 32.

1. 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.
2. No dwelling shall be erected or permitted to remain upon any lot unless the heated floor space of the main structure of said dwelling, exclusive of one story open car porches and garages shall be at least 1,000 square feet for one story structures, provided, however, if the owner of a lot in this subdivision desires to build a split level, split foyer or two story dwelling it shall be in the sole discretion of the subdividers or their heirs at law as to what square footage requirements shall be suitable and harmonious with the subdivision.
3. No shop, store, factory, or business house of any kind shall be erected or permitted to exist on the above described property, and no trailer, basement, tent, shack, garage, barn or other out-buildings erected on any of said lots shall be used as a dwelling either permanently or temporarily; no trailer homes, or Shell type homes will be permitted or allowed on any lot;
4. No cement blocks are to be used in construction of a home in such a manner so that cement blocks could be seen from the outside.
5. No swine, poultry, cattle or livestock shall be kept on the premises and no enclosure therefore shall be erected or maintained on the land hereby conveyed.
6. No junk automobiles or any other type salvage shall be stored in this subdivision.
7. No outside toilets shall be erected or permitted to remain on this property.
8. No alley, street, roadway or cartway shall be cut through or dedicated over any lot in this subdivision for the use of the public or landowners adjoining this subdivision except with the express consent of the undersigned subdividers or their heirs at law.

LAW OFFICES
SPRINKLE, COFFIELD &
STACKHOUSE
HIGH POINT, N. C.

9. Owners hereby reserve an easement across each lot for the installation of a water system and further, reserve the right to come on the premises, to maintain, repair and replace necessary pipe and also, to read water meters.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under the maker hereof for a period of twenty-five (25) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for consecutive periods of ten (10) years each, unless an instrument signed by a majority of the owners of the lots shall be recorded agreeing to change said covenants in whole or in part.

11. These covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, to restrain said violation or to recover damages therefore; and any enforcement proceedings may be brought by the owner or owners of any lots or group of lots.

12. Invalidation of any one of these covenants or any part thereof, by Judgment or Court Order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

13. Minor violations of these restrictions may be waived by instrument in writing signed by the subdividers without the joinder of the other landowners in this subdivision; provided, however, that it is in the sole discretion of the subdividers or their heirs at law to determine what is a minor violation of these restrictions.

IN WITNESS WHEREOF, HURLEY V. RUSH and wife, EVELYN L. RUSH have hereunto set their hands and seals, this the 14th day of March, 1973.

Hurley V. Rush (SEAL)

Hurley V. Rush

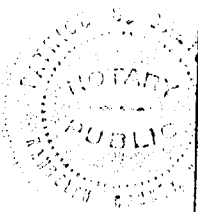
Evelyn L. Rush (SEAL)
Evelyn L. Rush

NORTH CAROLINA - RANDOLPH COUNTY

I, Patrice S. Dalton, a Notary Public for said State and County do hereby certify that HURLEY V. RUSH and wife, EVELYN L. RUSH personally appeared before me this day and acknowledged their due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 14th day of March, 1973.

My Commission Expires: December 6, 1977
Patrice S. Dalton (SEAL)
Notary Public



NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of

Patrice S. Dalton

Notary Public of

Randolph Co. N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1057, Page 337. This 16th day of March, 1973 at 10:10 o'clock A.M.

Annie Shaw, Register Deeds

By Brenda Seaguer, Deputy Register of Deeds