

RESERVATIONS AND RESTRICTIVE COVENANTS APPLICABLE  
TO THE HERITAGE WEST SECTION I SUBDIVISION

1. The numbered lots contained in the Heritage West Section I Sub-division, and shown on the Subdivision plat thereof recorded in the office of the Register of Deeds of Randolph County in Map Book 15 at page 70, shall be conveyed and used for residential purposes only and no business, manufacturing, or commercial activities shall be conducted thereon.

2. Not more than one single dwelling house shall be erected on any said lot and not more than one other building for storage or garage purposes. Said structures shall be of permanent type construction, neat in appearance, and no dwelling house shall contain less than 1,000 square feet exclusive of connected garages and porches, provided such connected garages and porches may be credited with one-half their total area, and no dwelling with two story of less than 1,600 square feet exclusive of garages and porches.

3. No building shall be constructed within 30 feet of the street on which the lot fronts (which for purposes of this restriction shall be deemed to be the street on which the lot has the longest frontage), nor within 6 feet of a sideline of the adjacent property line, nor within 20 feet of the lot back line.

4. Sanitary facilities must comply with local and state health requirements. No livestock or poultry shall be kept on the property and no other conditions dangerous to public health and safety shall be permitted. No swin or inclosures for same shall be kept or maintained on any part of any lot in the Subdivision. Central water supply and sewer systems will be used if, and when, available.

5. Said lots shall be conveyed subject to the reservation by the Grantor of the right to install and maintain central electric, telephone, gas, water and sewer lines across said lots, or the right to license or permit the same to be done, provided that any such lines shall be located either along the front or the rear of said lots in areas where construction of buildings is prohibited by the building line restrictions contained herein.

6. Neither the reference herein nor the recording of a Subdivision plat of the development shall preclude the owner of the development from altering, relocating, or closing the streets, drives or lots shown thereon, or opening additional streets, drives, and lots in the development provided equivalent access to the lot by dedicated streets and drives is retained.

7. No junk automobiles, rubbish, refuse, waste matter, debris or other type of junk or unsightly material will be allowed to exist or remain on any of the lots in "Heritage West".

8. No mobile homes, house trailers, tents, shacks, barns or temporary buildings shall be erected or placed on any of the lots in said Subdivision. An out-building for storage purposes, but not for residence purposes, may be constructed on any lot in the Subdivision so long as it is attractively constructed of materials of a quality at least equal to German Siding and conforms to the set-back provision and is attractively painted.

9. 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 same does not exceed 2 feet in height and 2 feet in length.

10. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

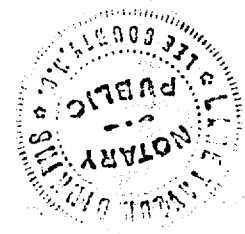
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Fred Von Canon and wife, Elizabeth H. Von Canon, have caused these presents to be duly executed in their name this 20 day of April 1973.

By [Signature]  
Fred Von Canon

By [Signature]  
Elizabeth H. Von Canon



North Carolina  
Lee County

I, Lane Taylor Winkens, a Notary Public for said County and State, certify that Fred Von Canon and Elizabeth H. Von Canon personally came before me this day and acknowledged that they are the sole owners of the Heritage West Subdivision referred to in this document.

Witness my hand and official seal, this the 20<sup>th</sup> day of April 1973.

Lane Taylor Winkens  
Notary Public

My commission expires January 16, 1977.

NORTH CAROLINA -- Randolph County  
The foregoing certificate(s) of Lane Taylor Winkens Notary Public of Lee County, N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1058 on 38 this 26 day of April 1973 at 9:40 o'clock A.M.

[Signature]  
Annie Shaw, Minister Clerks  
Register of Deeds