

RESTRICTIVE COVENANTS

NORTH CAROLINA

RANDOLPH COUNTY

John S. Wood, and wife, Edith H. Wood, first being duly sworn, say: That they are citizens and residents of Randolph County, North Carolina, and are the owners of that certain tract or parcel of land, lying and being in Providence Township, Randolph County, North Carolina, and being described as follows:

**BEGINNING** at an iron pipe in the Northern edge of the right-of-way on the North side of N.C.S.R. #2111, at or near its point of intersection with N.C.S.R. #2116, said iron pipe being located North 04° 13' 12" East 873.77 feet from an original corner stone, and also being in the Robert McAden line; running thence along the McAden line North 04° 13' 12" East 1163.98 feet to a stone, corner with McAden; thence continuing along McAden's line South 89° 15' West 700.00 feet to a stone; thence North 00° 54' West 150.00 feet to a point in the center of Big Polecat Creek; thence up the center of Big Polecat Creek the following courses and distances: North 12° 19' West 190.00 feet; North 22° 54' West 385.00 feet; North 11° 40' West 320.00 feet; North 08° 00' East 290.00 feet; North 15° 33' East 500.00 feet; North 27° 00' East 320.00 feet; and North 03° 48' East 225.00 feet to the junction of Big Polecat Creek with Little Polecat Creek; thence up the center of Little Polecat Creek the following courses and distances: North 44° 14' East 265.00 feet; South 74° 00' East 75.00 feet; North 38° 51' East 230.00 feet; North 47° 33' 30" East 436.20 feet to a point located North 00° 42' 18" East 40.00 feet from an iron pipe; thence South 00° 42' 18" West 40.00 feet to an iron pipe in Robbins' line; thence continuing South 00° 42' 18" West along Robbins' line 152.69 feet to an iron pipe, corner of Robbins, Dixie Martindale, and Eugene Pritchard; thence continuing South 00° 42' 18" West along Pritchard's line 735.98 feet to an iron pipe, corner of Pritchard and Dwight Trogdon; thence continuing South 00° 42' 18" West along Dwight Trogdon's line 470.00 feet to an iron pipe, corner of Dwight Trogdon and Kelly Trogdon; thence continuing South 00° 42' 18" West along Kelly Trogdon's line 230.00 feet to a stone, corner of Kelly Trogdon; thence South 86° 13' 01" East along Kelly Trogdon's line 124.60 feet to an iron pipe in the Western edge of the right-of-way on the West side of N.C.S.R. #2111, said iron pipe being located North 86° 13' 01" West 1102.40 feet from a stone and iron pipe marking an original corner; thence along the edge of said right-of-way the following courses and distances: South 32° 32' West 320.00 feet; South 29° 15' West 296.18 feet; South 26° 00' West 450.00 feet to an iron pipe, corner of E. V. Walker; thence North 62° 23' 21" West along Walker's line 226.54 feet to an iron pipe; thence South 06° 56' 20" West along Walker's line 152.00 feet to an iron pipe; thence South 59° 53' 18" East along Walker's line 177.26 feet to an iron pipe in the edge of the right-of-way of N.C.S.R. #2111; thence along the edge of said right-of-way the following courses and distances: South 26° 00' West 690.00 feet; South 28° 30' West 200.00 feet; South 32° 18' West 200.00 feet; South 36° 07' West 150.00 feet; South 41° 34' West 161.28 feet; South 52° 06' West 150.00 feet to the Beginning, containing 87.33 acres, more or less.

The foregoing description was taken from map of W. D. Smith, R. L. S., dated March 31, 1973, and entitled "Property of John S. Wood". For title reference is made to deed in Book 621, page 424, and deed in Book 701, page 219, both Randolph County Registry.

That these affiants may in the future decide to subdivide all or a portion of the land hereinabove described, may decide to sell the same or portions of the same off in tracts of small acreage, or may decide to develop the same in some other manner, or in a combination of methods, but regardless of how these affiants may later develop said property, they wish to promote a well-classified and regulated residential area on the lands hereinabove described, and in order to do so do hereby place upon said property, the restrictions as hereinafter stipulated and set forth:

1. These restrictions shall apply to all the land included within the metes and bounds description above set out.

2. The property within said metes and bounds description shall be used for residential purposes only, and nothing but single, detached private dwellings or residences designed for the occupancy of one family, shall be erected, placed, constructed, maintained or allowed on any "building lot" in this area, and no business or commercial enterprise shall be allowed to be conducted or maintained within the limits of the area described.

3. A "building lot" shall be deemed to be a land area containing no less than 40,000 square feet.

4. No building shall be erected, altered, placed, or permitted to remain on any "building lot" other than detached, single-family dwellings, not to exceed two and one-half stories in height, and a private garage for not more than two cars; no such residence or dwelling, or other type of building except as herein specified, shall be constructed or maintained or allowed to remain on any portion of said property containing a land area of less than 40,000 square feet, and any such residence or dwelling shall contain a minimum of 1,200 square feet of living and heated area on the first floor, exclusive of open porches, carports and garages.

5. No such residence or dwelling or building of any kind shall be erected or maintained on the property nearer to the front property lines on any street than 40 feet, and no nearer to either of the side property lines 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 or dwellings.

6. No mobile home, trailer, shell home, or structure of a similar character shall be erected, placed or maintained on said property, and no structure of a temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any of said property at any time as a residence either temporarily or permanently. No residence or dwelling costing less than \$25,000.00 (exclusive of land), based on 1973 cost prices shall be constructed, placed or maintained on said premises.

7. 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.

8. No outside toilets will be permitted; all sewage disposal shall be made through the use of approved septic tanks unless and until an approved underground sewage disposal system is available to the area, at which time all residences shall be connected to the same.

9. No garage or outside utility building situated on said premises shall be constructed of unsightly material, and shall be of at least the quality of German Sidline, and shall be painted attractively and keeping with the area; there shall be no cement or cluder blocks visible on any home or other building erected in this area.

10. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

11. These covenants are to run with the land and shall be binding on all parties acquiring property in said subdivision, and all persons claiming under them, for a period of 35 years from the date these covenants are recorded.

12. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of them, either to restrain such violation, or to recover damages.

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.

The above covenants and conditions are placed on the property hereinabove described for the benefit and protection of the present and all future owners of any of said property, and said covenants are and shall be binding upon the present owners of said lands, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said land or any portion thereof.

John Wood (SEAL)  
Edith H. Wood (SEAL)

NORTH CAROLINA  
RANDOLPH COUNTY

Ralph S. Talley, a Notary Public, do hereby certify that John S. Wood, and wife, Edith H. Wood personally appeared before me this day, and after being duly sworn, did subscribe their names to the foregoing instrument.

Witness my hand and notarial seal, this 11 day of July, 1973.

Ralph S. Talley  
Notary Public



My Commission Expires 8-11-75

THIS AGREEMENT WAS PREPARED BY Ralph S. Talley, N.P. by Randolph Co. S.C.  
The instrument was prepared by Prox  
Instrument and recorded in the office of the Register at No. 1060, Page 565  
This 25<sup>th</sup> July, 1973  
at 9:45 AM