

RESTRICTIVE COVENANTS FOR
B & A SOUTH GATE ESTATES
Randolph and Davidson Counties

KNOW ALL MEN BY THESE PRESENTS that BECK & ALBERTSON LAND DEVELOPERS, INC. is the owner and developer of the subdivision located in Trinity Township, Randolph County and Thomasville Township, Davidson County, North Carolina, by virtue of deeds recorded in Book 1058, at Page 668, of the Randolph County Registry and in Deed Book 511 at Page 171 of the Davidson County Registry; that BECK & ALBERTSON LAND DEVELOPERS, INC. is a corporation organized and existing under the laws of North Carolina with offices in Randolph County, North Carolina; that said developer has planned for a uniform scheme of development for all of the lots in said subdivision as shown in Plat Book 16, at Page 29 in the Randolph County Registry and in Plat Book 16, at Page 82, in the Davidson County Registry;

NOW, THEREFORE, BECK & ALBERTSON LAND DEVELOPERS, INC. do hereby covenant and agree with all future owners of lots in B & A Southgate Estates Subdivision, that all lots in said subdivision are hereby subject to the following restrictive covenants as to the use thereof, and that said restrictive covenants are to run with the said property and every part thereof, by whomsoever owned, as follows:

- (1) LAND USE AND BUILDING TYPE - No lot in this subdivision shall be used for other than residential and residence related purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling house and related structures.
- (2) DWELLING SIZE - No dwelling shall be permitted in this subdivision with less than 1300 square feet of heated floor space, exclusive of carports, porches and garages, provided that a two story dwelling may have a minimum of 800 square feet of heated floor space on the first floor.
- (3) SETBACK LINES - No building shall be located on any lot nearer to the front lot line than 40 feet nor nearer to any side lot line than 10 feet; provided that as to corner lots with frontage on two streets no structure shall be built closer than twenty feet to any side street. A deviation from these setback lines of not more than 10% shall be permitted upon lots with a special topographical problem.
- (4) No junk automobiles shall be allowed to remain upon any lot and a junk automobile shall be defined as an automobile in nonrunning condition for thirty or more days or a motor vehicle with no current license tag thereon for twenty or more days.
- (5) Temporary structures or mobile Homes - No temporary structures, mobile homes or trailers shall be permitted to be placed upon any lot in this subdivision or to remain thereon either temporarily or permanently. This clause shall not include camper trailers or other similar recreation vehicles used for recreational purposes by the owner of the dwelling upon a lot providing such vehicle shall not be used as a dwelling or residence upon the property.
- (6) TERM - These restrictive covenants shall run with the land and shall be binding upon all owners of lots therein and all persons claiming under them for a period of fifteen years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years each for a maximum of a total of thirty years; provided that these restrictions may be altered or cancelled by a document substantially similar to this one executed by the owner or owners of a majority of the lots in the subdivision effective at the end of the then current term.

HAWORTH, BIGGS,
KUHIN & HAWORTH
Attorneys

HIGH POINT

NORTH CAROLINA

ARCHDALE

(7) ENFORCEMENT - These covenants may be enforced by the owner of any lot or lots in this subdivision by proceedings at law or in equity against any person violating or attempting to violate any covenant, either by restraining violation or to recover damages therefor.

(8) SEVERABILITY - Invalidation of any one or more of these covenants or any part thereof by a judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, BECK & ALBERTSON LAND DEVELOPERS, INC. has caused this instrument to be executed by its duly elected officers this the 13th day of September, 1973.

BECK & ALBERTSON LAND DEVELOPERS, INC.

BY: Charles L. Beck
President

ATTEST:

Betty Lawrence
Secretary

(corporate seal)

NORTH CAROLINA

COUNTY OF Randolph

I, Don G. Miller, a Notary Public of said County and State, do hereby certify that Betty Lawrence personally came before me this day and acknowledged that she is Secretary of BECK & ALBERTSON LAND DEVELOPERS, INC., a corporation and that by authority duly given and as the act of said corporation the foregoing instrument was signed in its name by President Charles L. Beck, its President, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and official seal, this the 21st day of September, 1973.

Don G. Miller
Notary Public

My commission expires: January 16, 1976

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REG. OF DEEDS
DAVIDSON COUNTY, N. C.
350

Don G. Miller
Notary Public

1st October 1973

Faye C. Koray

HAWORTH, RIGGS,
KUHN & HAWORTH
Attorneys

HIGH POINT IN ARCHDALE
NORTH CAROLINA

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Don G. Miller, Notary Public of Randolph County, N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1062 Page 300. This 5th day of October, 1973 at 2:00 o'clock P. M.

Annie Shaw, Register Deeds
By Annie Shaw Register of Deeds