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RESTRICTIVE COVENANTS FOR
HIDDEN VALLEY SUBDIVISION
RANDOLPH COUNTY

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, North Carolina, by virtue of deed recorded in Book 1060 at Page 803 of the Randolph 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 37 in the Randolph County Registry;

NOW, THEREFORE, BECK & ALBERTSON LAND DEVELOPERS, INC. do hereby covenant and agree with all future owners of lots in HIDDEN VALLEY 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 1500 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 mobile homes nor junk automobiles shall be allowed to remain upon any lot and a junk automobile shall be defined as an automobile in non-running condition for thirty or more days or a motor vehicle with no current license tags 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 canceled 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.

(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.

HAWORTH, RIGGS,
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Attorneys

