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NORTH CAROLINA
RANDOLPH COUNTY

PROTECTIVE COVENANTS FOR
OAK FOREST ESTATES

THIS DECLARATION OF PROTECTIVE COVENANTS, made, published and declared this 18th day of October, 1973, by George Stephen Cook of Greensboro, Guilford County, North Carolina;

WITNESSETH:

THAT WHEREAS, said George Stephen Cook is the owner of the subdivision known as Oak Forest Estates, and being a subdivision of all of those certain lots, tracts or parcels of land situated, lying and being in Level Cross Township, Randolph County, North Carolina, and being recorded in Plat Book 16, at page 34, in the Office of the Register of Deeds of Randolph County, North Carolina;

WHEREAS, it is to the best interests, benefit and advantage of George Stephen Cook, and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by George Stephen Cook and each and every subsequent owner of any of the lots in said subdivision, said George Stephen Cook does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots, the subdivision water system and its lands, and to all persons owning said lots, or any of them hereafter, these protective covenants shall become effective immediately and run with the land and shall be binding on all persons or parties claiming under and through George Stephen Cook; the protective covenants imposed hereby are as follows:

1. No junk motor vehicles or inoperative motor vehicles, trash piles, or any equipment condemned by any regulatory agency of the local State or Federal government shall be permitted to remain on said lot.
2. All mobile homes placed in this subdivision shall be underpinned within ninety (90) days from the date that said mobile home is placed on said lot. The underpinning shall be either a metal, fiberglass, brick, block, masonite, or concrete material. The underpinning shall cover the front and both ends of said mobile home so as to hide from view the axle and structural framing as viewed from any streets in said subdivision. The front of said mobile home is defined as the long side facing said road or street.
3. All mobile homes shall be placed parallel to the road or street and centered in the width of the lot, not less than seventy-five feet nor more than eighty feet from the road.

4. No building of any kind shall be erected or allowed to remain on said property unless the plans and specifications thereof have been approved, in writing, by grantor; provided, however, that a limit of two out-buildings per lot will be permitted; provided, however, that said out-buildings are placed on permanent foundations and placed in the rear of the mobile homes.

5. Said property shall not be used for business, manufacturing or commercial purposes, nor shall any animal or fowls be kept or allowed to remain on said property for commercial purposes, and no animals other than two household pets shall be kept or allowed to remain on said property for any purpose; provided, however, that said household pets shall either be tied or kept in a fence, nor shall anything be done on said property which is a nuisance or an annoyance to the community.

6. All residents shall use the subdivision water system. No "tap-on" fee will be charged to the first resident occupying said lot. A tap-on fee for subsequent owners will be charged. Any water system pipes, taps, etc., damaged during construction by the lot owner or his agent will be repaired at the lot owner's expense. A monthly rate for water service will be charged to each resident. The subdivision water system, the use and maintenance thereof shall be governed, controlled and regulated by the grantor herein, his assigns or successors, including, but not limited to, the Oak Forest Property Owners Association.

7. No vehicular parking shall be permitted on the shoulder of the streets or roads of said subdivision. Each lot must provide for an adequate driveway.

8. No mobile home less than forty-four feet in length shall be permitted to remain on any lot of said subdivision.

9. No mobile home over eight (8) years old at the time it is placed on the lot shall be permitted to remain on any lot unless written approval is first obtained from the grantor.

10. If the parties hereto, or any of their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants to prevent him or them from doing so and to recover damages or other dues for such violation.

11. All fuel oil tanks, receptacles or containers shall be placed to the rear of the mobile home so that said tanks, receptacles or containers cannot be viewed or seen from the road or street.

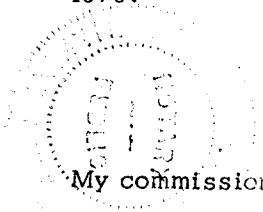
12. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said George Stephen Cook has hereunto set his hand and seal the day and year first above written.

George Stephen Cook (SEAL)
GEORGE STEPHEN COOK

NORTH CAROLINA - GUILFORD COUNTY

I, Barbara B. Fisher, a Notary Public of said county do hereby certify that George Stephen Cook personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal-stamp, this the 29th day of October, 1973.



Barbara B. Fisher
NOTARY PUBLIC

My commission expires:

11-8-77

NORTH CAROLINA - Randolph County

foregoing certificate(s) of

Guilford Co. N.C.

Barbara B. Fisher

Notary Public

is certified to be correct. This instrument was presented for registration and recorded in this office at Book 1063 Page 189 This 15th day of November, 73 at 9:15 o'clock A.M.

Annie Shaw, Register Deeds

By Wanda Phillips, act.
Register of Deeds