

Brokers Inc.  
Plat Book 37  
Thomasville N.C.  
3.50

THIS AGREEMENT, made and entered into this 3rd day of February, 1975, by and between Brokers, Incorporated of Davidson County, North Carolina, as party of the first part, and any, each, every and all persons hereinafter purchasing or acquiring any of the property hereinafter described, parties of the second part.

W I T N E S S E T H

THAT WHEREAS, the said Brokers, Incorporated is seized, possessed and is the owner of that certain tract of land known as Fox Trail, Section One & Two as shown in Plat Book 16, Pg. 61 & 62 Office of the Register of Deeds for Randolph County, a residential subdivision in Randolph County, and

WHEREAS, the said lands are so situated as to form and comprise a neighborhood unit of the aforesaid subdivision and it is the intent and purpose of the said party of the first part to sell and convey the aforesaid property for the purpose of erecting thereon residences to be used for family purposes only, and

WHEREAS, the said party of the first part desires to establish a general plan or scheme regulating the use and enjoyment of the said lots for the benefit of the prospective purchasers thereof to protect and restrict the use of said lots in a uniform manner, the said lots are being sold subject to the said protective covenants and restrictions, and that deeds hereinafter made by the party of the first part to any, each and all of the aforesaid property contained in the aforesaid subdivision shall be executed and delivered with the distinct understanding that these protective covenants and/or restrictions are to be deemed and treated as a part of said deeds as fully as set out in said deeds or reference hereto shall be made therein to these protective covenants and/or restrictions as follows:

1. All of said lots shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any of the said lots except one detached single family dwelling.
2. None of said lots shall be re-subdivided into lots having a frontage of less than 75 feet.
3. None of said lots shall be used for business, manufacturing or commercial purposes, nor shall any animals or fowls be kept or allowed to remain on any of said lots for commercial purposes, and no animals other than household pets shall be kept or allowed to remain on any of said lots for any purpose, nor shall anything be done on any of said lots which is a nuisance or annoyance to the community or dangerous to public health.
4. No junk, junked cars, parts, motors, appliances, or debris of any kind will be allowed to remain on any of said lots. All automobiles parked on any of said lots will be in running mechanical condition and properly licensed, and only minor mechanical repairs to automobiles may be performed on said lots.
5. With the exception of new mobile homes, no mobile home will be erected or allowed to remain on any lot which is less than 12 feet wide and 45 feet in length or more than three years old without the approval of the party of the first part.
6. All outbuildings or utility buildings will be well constructed, of a permanent character, and painted so as to conform with surrounding community.
7. No structure of a temporary character, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. No building shall be erected or allowed to remain on any of the said lots within 30 feet of the property line of the street abutting the front of said lot.

9. All mobile homes will be underpinned within 60 days after erection with materials of a permanent quality and will be painted so as to enhance the mobile home.

10. All lots in said subdivision will be landscaped within 60 days after erection of a mobile home. Grass will be kept mowed and lot free of weeds so as not to harbor varmints and be unsightly.

11. All driveway entrances will not be less than 20 feet wide with proper culverts for drainage. Driveways will be based and graveled or paved within 60 days after erection of mobile home.

12. All steps and stoops will be constructed of a permanent type material such as concrete and/or wrought iron.

13. With the exception of chain link fencing, no wire fences will be erected on any lot. Fences other than chain link will be erected, painted or finished in such a manner as to enhance the community.

14. The party of the first part reserves the right and an easement to any time in the future to grant rights of way for installation and maintenance public utilities across, on or under each of said lots at a distance of not more than 4 feet from the rear of side line, but such right of way must be used so as to interfere as little as possible with the use of said lots by the owners of same.

15. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of hereinafter recorded, after which time these covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to alter or discharge all covenants in whole or in part.

16. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant wither to restrain violation or to enforce compliance. The expense of any proceeding at law or in equity will be borne by the violator.

17. Violation 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.



BROKERS, INCORPORATED  
*Robert Brown*  
President

*[Signature]*  
Assistant Secretary

State of North Carolina, Davidson County

I, Barbara S. Jenkins, a notary public, do certify that Kathryn [unclear] personally came before me this day and acknowledged that she is the Secretary of Brokers, Incorporated and that, by authority of the Board of Directors as the act of the Corporation, the foregoing instrument was executed by the President, sealed with its corporate seal, and attested by the Assistant Secretary.

Witness my hand and official seal this the 3rd day of February, 1975.  
*Barbara S. Jenkins* SEAL

My commission expires October 1, 1979.

NORTH CAROLINA - Randolph County  
The foregoing certificate(s) of *Barbara S. Jenkins*  
County *N.C.* Notary Public of *Davidson*

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book *1071*  
Page *780* This *7th* day of *February*, 1975 at *10:58* P.M.  
Annie Shaw, Register Deeds  
*Annie Shaw* Register of Deeds