

RESTRICTIVE COVENANTS FOR
EASTERN ASHEBORO NEIGHBORHOOD DEVELOPMENT PROGRAM

WHEREAS, The Redevelopment Commission of the City of Asheboro is the owner of that certain real property shown on a plat entitled Eastern Asheboro Neighborhood Development Program Project N.C. A-19 as the same is shown on a plat recorded in Plat Book 17 at Page 82 in the Office of the Register of Deeds of Randolph County, North Carolina; and

WHEREAS, the said owner, desires to promote a well classified and regulated residential subdivision for the area depicted on said plat;

NOW, THEREFORE, pursuant to the authority by resolution adopted by the said commission the following covenants, restrictions and terms shall apply to and run with the land shown on said plat;

1. Definitions: Unless otherwise expressly stated, the following words shall have the meaning herein indicated. Words used in the present tense include the future. The singular number includes the plural and the plural the singular. The word "shall" is mandatory, not directory.
 - (a) Building - Any structure enclosed and isolated by exterior walls, or accessory thereto.
 - (b) Building Setback Line - A line establishing the minimum allowable distance between the nearest portion of any building, excluding the outermost three feet of any uncovered porches, steps, eaves, gutters, and similar fixtures, and the right-of-way line of any street when measured perpendicularly thereto.
 - (c) Lot - For the purposes of these Restrictive Covenants, a lot is a parcel of land of at least sufficient size to meet minimum requirements for use, coverage, and area, and to provide such yards and other open spaces as are herein provided. Such lot may consist of:
 - (1) A single lot of record;
 - (2) A portion of a lot of record;
 - (3) A combination of complete lots of record or complete lots of record and portions of lots of record, or of portions of lots of record; or
 - (4) A parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements as hereinafter set forth.
 - (d) Parking Space - A parking space is the standing storage space for one automobile of not less than eight feet by twenty feet plus necessary driveway access space.
 - (e) Lot, Corner - A corner lot is a lot which occupies the interior angle at the intersection of two streets lines which make an angle of more than 45 degrees and less than 135 degrees with each other. The street line forming the least frontage shall be deemed the front of the lot except where the two street lines are equal, in which case the owner shall be required to specify same when requesting a building permit.
 - (f) Lot Width - The width of a lot is the greatest mean width measured at right angles to its depth over as much of the lot depth as is needed to achieve the minimum required lot area.
2. Park Area: The uses of the area designated "Proposed Park Area" on said plat must be designed to blend harmoniously with the surrounding area and adequately landscaped so as not to create any detrimental influences in the surrounding area. Any uses of the "Proposed Park Area" and any buildings constructed thereon

must be approved by the Redevelopment Commission of the City of Asheboro.

3. Residential Area: With the exception of that area designated as "Proposed Park Area" all lots shall be restricted to residential use and buildings thereon shall be restricted to
 - (a) Single family homes
 - (b) Structures customarily accessory to dwellings.
4. Development Intensity Standards: The following standards shall apply to all new construction.

MINIMUM REQUIRED LOT AREA FOR DWELLING UNITS

No. Dwelling Units On the Lot	NUMBER	OF	ROOMS	PER	DWELLING	UNIT*
	1		2		3	4
1	6,000 sq.ft.		6,000 sq.ft.		6,000 sq.ft.	6,000 sq.ft.

Minimum lot width: Sixty (60) feet.

Minimum front yard: Twenty-five (25) feet.

Minimum side yards: At least twenty-five percent (25%) of the width of each lot shall be devoted to side yards, provided that the least dimension of a side yard in this area shall not be less than five (5) feet.

Minimum rear yard: Twenty percent (20%) of the depth of the lot, provided that rear yards on lots used for dwellings need not exceed thirty (30) feet in depth.

Maximum building height: Thirty-five (35) feet.

Notwithstanding the minimum lot requirements set forth above, lots A-1, B-5, and C-6 are exempt from the above minimum lot requirements for construction of buildings.

5. Construction and Use Controlled: The Redevelopment Commission of the City of Asheboro has heretofore adopted a Redevelopment Plan for the platted area, the primary objective of which is to promote an attractively landscaped neighborhood of relatively low buildings harmoniously related to each other and to the streets. To this end no building shall be erected, placed, altered, or extended on any lot without the written approval of the said Redevelopment Commission, and all such buildings and uses of land shall be in conformity with the said Redevelopment Plan. The Commission will require the submission for its approval of construction plans and plans showing the proposed location and use of the building, open spaces, parking areas, services area, landscaping, signs, curb cuts, driveways and existing and proposed topography. Provided that, a written statement to the effect that any building has been completed in conformity with the said Redevelopment Plan, signed by the Chairman or Secretary of the Redevelopment Commission of the City of Asheboro shall be accepted by any interested party as conclusive evidence that the requirements of this paragraph and the Redevelopment Plan have been met.
6. Duration of Restrictions: The controls and restrictions established herein and by the Redevelopment Plan shall continue in effect until June 30, 2003.

After June 30, 2003, said controls and restrictions shall be automatically extended for successive periods of five years, unless a petition to change said provisions and requirements in whole or in part has been signed by a majority of the then owners of record and presented to the Governing Body of the City of Asheboro, and approved by such body.
7. Effect on Other Codes and Ordinances: These Restrictive Covenants are not intended to repeal, annul, or impair any existing or future provisions of law, ordinance, rule or regulations, or any future provisions of easements, covenants, or agreements between private parties relating to the use of buildings, or land,

*Not counting rooms containing only bath and kitchen facilities.

except that whatever the requirements of Restrictions would impose a greater restriction than such other provisions, the requirements of these Restrictions shall apply.

8. Separability: Should any section or provision of these Restrictive Covenants be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of these Restrictive Covenants as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.
9. Prohibition of Discrimination: No covenant, agreement, lease, conveyance, or other instruments shall be effected or executed by the Redevelopment Commission of the City of Asheboro or the purchasers or lessees from it (or any successors in interest of such purchasers or lessees), which restrict land in this subdivision on the basis of creed, race, or color in the sale, lease, or occupancy thereof.

Every owner or lessee will comply with all State, Federal and local laws in effect from time to time prohibiting discrimination or segregation by reason of race, color, sex, or national origin; that for the purpose of this covenant and enforcement thereof the United States is made a party beneficiary by agreement; that this covenant shall bind the purchaser, his heirs, assigns, or transferees in the sale, lease and occupancy of said property.

Said covenant shall run with the land, binding all present and future owners, their heirs and assigns, and shall be enforceable by the Redevelopment Commission of the City of Asheboro, its successors and assigns, the City of Asheboro and the United States upon the owner and all purchasers and subsequent owners of any land. The covenant referred to hereinabove shall be perpetual, even though some other restrictions expire at a future date, to the same extent and bind parties as herein stated. In binding purchasers and subsequent purchasers to the enforcement of this covenant, owners and subsequent owners shall be liable only for the period of time that they have title to, interest in, or possession of said property.

In amplification, and not in restriction of, the provisions of this covenant, it is intended and agreed that the Redevelopment Commission of the City of Asheboro and its successors and assigns shall be deemed beneficiaries of this covenant and the United States, both for and in their own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenant has been provided. Such covenant shall run in favor of the Redevelopment Commission of the City of Asheboro and the United States, without regard to whether the Redevelopment Commission of the City of Asheboro and the United States has at any time, been, remains, or is an owner of any land or interest therein to or in favor of which such covenant relates. The Redevelopment Commission of the City of Asheboro and the United States shall have the right, in the event of any breach of this covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breached covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

10. Modification of Restrictions: These restrictions may be modified at any time by the Redevelopment Commission of the City of Asheboro, provided, if modified after the lease or sale of property in the platted area, the modification must be consented to by the owner of such property, or his successor, or their successors in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the City of Asheboro, the modification must similarly be approved by the City of Asheboro.

NORTH CAROLINA - BEYOND CURRY

Jerry M. Smith

Notary Public of

Randolph County, N.C.

Witnessed and attested to before me this _____ day of _____, 19____, at _____, North Carolina, and recorded in this office at Book *1699*, Page *836*, _____ M.

Ann Shaw, Register of Deeds

Jerry Poole, Deputy
Register of Deeds

STATE OF NORTH CAROLINA - RANDOLPH COUNTY

J. T. Pugh, Jr., being first duly sworn, deposes and says that he is the duly elected and acting Chairman of the Redevelopment Commission of the City of Asheboro; that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the Redevelopment Commission of the City of Asheboro on the 31st day of October, 1975, that the restrictions, covenants, definitions and terms attached to said Resolution are a true and accurate copy of same, and have been adopted as part of the records of the Redevelopment Commission of the City of Asheboro; that he has read the foregoing Resolution and attached restrictions, and that they are true of his own knowledge and belief; that he has been authorized by the Redevelopment Commission of the City of Asheboro to execute the attached Resolution and to verify the accuracy of the attached restrictions.

This, the 23 day of January, 1976.

Subscribed and sworn to before me on this, the _____ day of _____, 1976.

J. T. Pugh, Jr.

Notary Public

My commission expires: _____



STATE OF NORTH CAROLINA - RANDOLPH COUNTY

I, Jerry M. Smith, a Notary Public of said County do hereby certify that John W. Minton personally appeared before me this day and acknowledged that he is the Secretary of the Redevelopment Commission of the City of Asheboro; that J. T. Pugh, Jr., is the duly elected and acting Chairman of said Commission; that he saw the said Chairman, execute the attached copy of the Resolution adopted by the Redevelopment Commission of the City of Asheboro; that he, John W. Minton, attested to same and affixed the corporate seal, all pursuant to a Resolution adopted by the Redevelopment Commission of the City of Asheboro on the 31st day of October, 1975.

This, the 23 day of January, 1976.

Jerry M. Smith
Notary Public

My commission expires: August 5, 1979

