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NORTH CAROLINA - RANDOLPH COUNTY

RESTRICTIVE COVENANTS FOR BRIARCLIFF SUBDIVISION, ASHEBORO TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA A PLAT OF WHICH IS DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RANDOLPH COUNTY, NORTH CAROLINA, IN PLAT BOOK 17 at PAGE 79.

KNOW ALL MEN BY THESE PRESENTS THAT V. C. RUMLEY AND WIFE, LUCILLE S. RUMSLEY, THE OWNERS AND DEVELOPERS OF THE SUBDIVISION TO BE KNOWN AS BRIARCLIFF SUBDIVISION, A PLAT OF WHICH IS DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RANDOLPH COUNTY, NORTH CAROLINA, IN PLAT BOOK 17, at PAGE 79, DO HEREBY COVENANT AND AGREE WITH ALL PERSONS, FIRMS OR CORPORATIONS NOW OWNING OR HEREINAFTER ACQUIRING ANY PROPERTY IN SAID SUBDIVISION, THAT ALL LOTS IN SAID SUBDIVISION ARE HEREBY SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. No dwelling shall be erected or allowed to remain on a lot with a total heated floor area of less than 1800 square feet, exclusive of porches, carports, and garages. Not more than one residence may be built on any one lot.
2. All plumbing shall be built indoors and connected with outside septic tank until such time as a sewer system shall be maintained, at which time the purchaser, his successors or assigns, agrees to connect within a reasonable period of time or immediately upon recommendation of the Randolph County Health Department that there is a need and that the septic tank system is inadequate.
3. This property is for residential purposes only, and no structure shall be constructed on a lot other than a single family dwelling and private garage. No mobile home or house trailer shall be allowed on said premises.
4. No nuisance, or offensive, noisy, or illegal trade, calling, or transacting shall be done, suffered, or permitted upon the lands in said sub-division, nor shall any lot or part of said sub-division be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated.
5. No cattle, horses, swine, fowl, or other livestock shall be kept and maintained on said premises. No livery stable, barn, public garage or filling station, shall or will be erected or suffered or permitted to be erected on any part of the lands of this sub-division. No land owners in the tract shall maintain any offensive or dangerous pets.
6. No business activity shall be maintained or carried on in any dwelling located on any property restricted hereby nor shall any apartment or multi-family dwellings be constructed or allowed to remain on said property.
7. No window blocks shall be shown above the ground on any building.
8. No junk cars shall be permitted to remain on said property.
9. No bill boards, sign boards, or unsightly objects of any kind shall be maintained on said lands in this sub-division or any part thereof.
10. No trailer, basement, tent, shack, garage, barn or other out-building erected in this tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence; no unsightly garbage cans or clothes lines will be permitted. The only clothes line that will be permitted is the umbrella type that can be pulled down when not in use. Approximate over-all size:

11. No outbuildings shall be allowed on the premises unless of similar construction and quality as the house on said property or an attractive pre-fabricated metal building. All property, including house, any building, yard, shall be kept up and maintained to standards in keeping with the neighborhood.
12. All fuel tanks shall be buried and be beneath surface of the ground or properly screened so that they are not visible from the street or adjoining neighbor.
13. All mail boxes placed on the lots in this subdivision shall be attractive and shall not detract from the surroundings.
14. No trucks or heavy equipment shall be allowed to be parked at any of the residences in the subdivision.
15. Set back requirements, including both front and side line requirements, as set forth in the County of Randolph ordinances or subdivision ordinances shall be strictly adhered to and shall apply to any structure located on any lot in this subdivision.

IN WITNESS WHEREOF, V. C. Rumley and wife, Lucille S. Rumley have caused this instrument to be executed and have hereunto set their hands and seals the day and year first above written.

V. C. Rumley (SEAL)  
V. C. Rumley

Lucille S. Rumley (SEAL)  
Lucille S. Rumley

NORTH CAROLINA - RANDOLPH COUNTY

I, Maynard B. Reid, a Notary Public for said county, do hereby certify that V. C. Rumley and wife, Lucille S. Rumley came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 30 day of Nov., 1976.

My Commission Expires:

July 10<sup>th</sup> 1979

Maynard B. Reid  
Notary Public

NORTH CAROLINA Randolph County

The foregoing certificate(s) of

County, D.C.

Maynard B. Reid  
Notary Public of Randolph

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1086  
Page 30 This 1<sup>st</sup> day of December, 1976 at 2:30 o'clock P.M.

Annie Shaw, Register Deeds

By Annie Shaw Register of Deeds