

813
NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

THIS AGREEMENT, made and entered into this 9th day of June, 1977, by and between Howard F. Auman and wife, Lucille C. Auman, of Randolph County, North Carolina;

W I T N E S S E T H:

THAT WHEREAS, Howard F. Auman and wife, Lucille C. Auman are the owners of a certain parcel of land in Union Township, Randolph County, North Carolina which has been subdivided as shown on a plat prepared for Howard F. Auman made by C & T Surveys, Inc., dated November 12, 1973, and designated as Map No. B 73-413, said property as subdivided consists of 58.56 acres. This map is incorporated herein by reference for more adequately describing the property as if fully set out herein. Said property being bounded on the West by N. C. Highway No. 134, on the South by King, on the East by Green and Tucker, consisting of 12 lots or tracts. The Northernmost corner of Lot 12 is the Northernmost portion of said subdivision and lies approximately 360 feet Northeast from the center line of State Road No. 1135. The remaining lots of said subdivision front on N. C. Highway No. 134 and extend in a Southerly direction to the Northern boundary of the King property.

AND WHEREAS, affiants in order to promote a well classified and regulated residential district upon said parcels of land hereinabove specified as being Lots or Tracts 1 through 12 in said Howard F. Auman Property Subdivision do place upon the hereinabove described property the restrictions as hereinabove stipulated and set forth:

1. These restrictions herein shall apply to all twelve of said lots or tracts referred to on the C & T Surveys, Inc. map referred to above.
2. The property hereinabove described shall be used for residential purposes only, and all residences shall be set back at least 80 feet from the Eastern right of way line of N. C. Highway No. 134.
3. Each residence shall contain a minimum of 1500 square feet of heated area.
4. No structure other than the residence or a private family car garage may be built closer than 140 feet to the Eastern right of way line of N. C. Highway No. 134.

5. No building or structure other than residence or garage are authorized within 500 feet of the Eastern right of way line of U. S. Highway No. 134 unless said building or structure is constructed of brick or painted wood.

6. There may be only one residence constructed on lots or tracts containing less than six acres. A second residential structure may be constructed on lots or tracts containing more than six acres.

7. No swine or poultry shall be allowed or permitted to remain on said property.

8. No mobile homes shall be maintained on said property. However, campers, motor homes or travel trailers may be parked near a residence so long as they are parked or kept at least 130 feet East of the right of way of U. S. Highway No. 134 and no camper, motor home, travel trailer or other equipment of this type may be used as a home or lived in while parked in this subdivision.

9. No junk automobiles or junk materials may be maintained on said property outside of a building.

10. No offensive activity that may become a nuisance or annoyance to the neighborhood shall be maintained or permitted to exist on any lot or tract in said subdivision.

11. No metal fencing shall be erected or maintained within twenty feet of the right of way of Highway No. 134. However, split rail, painted, stained, finished wood, brick or stone fencing shall be allowed within twenty feet of the right of way of Highway No. 134.

12. No building shall be erected upon any land covered by these restrictions unless the plans for said building and the outside materials to be used on said buildings are first submitted to and approved by the parties executing these restrictions or their heirs, agents or designees.

Either party executing these restrictions or their agents or designees may at any time amend these restrictions either by deleting a portion hereof or adding to the same, may waive these restrictions or any part hereof as to any property to which these restrictions may apply and may take such actions without the consent of any parties owning any lands which may be subject to these restrictions.

The above covenants and conditions are placed on the property and parcels hereinabove specified and set forth as a part of a general scheme or plan of development for the benefit of all of the owners of the property hereinabove specified as well as prospective purchasers of said property, and said covenants are and shall be binding upon the present owners of said land, their successors, heirs and assigns and shall be running with the land, binding on all future owners of said land or any portion thereof.

This agreement shall be in full force and effect for a period of twenty years from the date of the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

Howard F. Auman (SEAL)
Howard F. Auman
Lucille C. Auman (SEAL)
Lucille C. Auman

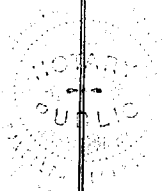
NORTH CAROLINA
RANDOLPH COUNTY

I, Mazie W. Craven, a Notary Public in the County of Randolph, do hereby certify that Howard F. Auman and wife, Lucille C. Auman personally appeared before me and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes therein expressed.

Witness my hand and seal, this 10th day of June, 1977.

Mazie W. Craven
Notary Public

My Commission Expires: 12-1-79



Mail to: Mr. Howard F. Auman, Route 8, Box 40, Asheboro, NC 27203

NORTH CAROLINA Randolph County
The foregoing certificate(s) of Mazie W. Craven
Notary Public of Randolph Co., N.C.
is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1090
Page 813 This 10 day of June, 1977 at 11:09 o'clock A. M.
Annie Shaw, Register Deeds
By Annie Shaw, Esq. Register of Deeds