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Don Miller, atty  
P.O. Box 109  
High Point, N.C.

6.000

RESTRICTIVE COVENANTS  
BROKAW ESTATES SUBDIVISION  
Plat Book 19, Page 32

KNOW ALL MEN BY THESE PRESENTS that FLORENCE ENGLISH ORR and BRYCE T. ENGLISH and wife, EDITH ENGLISH and MARJORIE E. CLEMENTS and husband, GEORGE E. CLEMENTS acquired the lands now platted in Plat Book 19 Page 32 of the Randolph County Registry as "BROKAW ESTATES" by virtue of deeds recorded in Book 1079 Page 36 of the Randolph County Registry, Book 320 Page 416 and Book 119 Page 569; that the parties hereto including the husband of FLORENCE ENGLISH ORR, namely, JAMES D. ORR, JR., have joined together to provide a uniform scheme of development for said real property for the preservation of the neighborhood and orderly development of said area for the mutual benefit of all land owners therein in the future; and pursuant to the scheme of development, the parties do hereby set forth the following restrictive covenants applicable to said lands in accordance with the prior restrictions placed on a deed recorded in Book 1102 Page 992 of the Randolph County Registry as follows:

- (1) The subject property shall be used for single family residential purposes only during the term of these restrictions.
- (2) No mobile homes are to be set up for living purposes upon the subject property, nor may mobile homes be parked on the subject property at any time, save and except recreational campers owned by the owner of a tract of real property may be parked or stored upon the property of the owner so long as they are parked or stored in the rear of the permanent residence or in an appropriate garage or other building.
- (3) All single family residences constructed on the property shall contain a minimum of 1400 square feet of heated floor space, excluding garages, carports, porches, stoops and decks, ~~except that a split level or two-story structure containing a total of at least 2000 square feet of heated floor space shall be permitted upon the property so long as at least 900 square feet thereof shall be upon a ground level floor.~~
- (4) All structures proposed to be built upon the subject property must be approved in writing as to the type of structure, design and location of the building upon the property by at least two of the grantors herein until August 8, 1988 from and after which time the grantors reserve no right to approve proposed buildings, design or location upon the property of such structures. The purpose of this restriction is to attempt to preserve a cohesive and architecturally pleasing or compatible neighborhood.
- (5) Domesticated pets such as dogs, cats and horses are permitted upon the property, but chickens, goats and pigs are not permitted, nor shall a property owner maintain other animals upon this property which cause unsanitary conditions and a nuisance to neighbors.
- (6) All residences constructed upon tracts within the restricted area shall be set back not less than 80 feet from the front property line of the tract and not less than 30 feet from any side property line.
- (7) Auxiliary buildings which are not attached to the house shall be located to the rear of the main residence unless another location shall be approved for such structure in accordance with the preceding paragraph four. Any structure intended to house animals shall be set back a minimum of 300

A.E.C.  
B.T.E.  
E.B.E.  
J.D.O.  
J.L.D.  
M.E.C.  
M.D.  
R.H.

feet from the nearest boundary of the private, nonexclusive roadway easement hereinabove granted, and a minimum of 50 ft from any side property line, and a minimum of 150 feet from any existing residence on adjoining property at the time of the construction of such structure for animals.

(8) No junk automobiles or other vehicles and equipment shall be permitted to remain upon the property that may cause an unsightly appearance, or a nuisance to any other residence, for more than thirty days.

(9) No large trucks, tractor trailers or earth moving equipment shall be parked within the private nonexclusive roadway easement at any time except when the same is being used in connection with the construction, improvement or landscaping of the subject property.

(10) No more than two residential structures may be erected upon an original tract conveyed by the grantors herein within the restricted area, and no tract shall be divided, during the duration of these restrictive covenants, in such manner as to cause a home to be located upon a lot or tract less than 1 1/2 acres in size, except the 7.577 acre tract on the final map of "Brokaw Estates" which shall not be divided into more than 3 tracts.

(11) These restrictive covenants shall exist and continue and run with the land for a term of 10 years from August 8, 1978, and may be renewed by a written agreement and consent or not less than 80% of the total number of owners of lands within tracts 9 and 10 of the W. Gould Brokaw land, Plat Book 1, Page 1 of the Randolph County Registry, for successive periods of 10 years each, provided such written consent and agreement shall be notarized and recorded in the office of the Register of Deeds for Randolph County on or before the expiration of the original restrictive covenants term herein provided.

The developers further represent and warrant that they will be responsible for the maintenance and upkeep of the private road as shown upon the recorded map only to and including January 1, 1979, with all obligation to maintain said road from and after said date being the responsibility of the owners of property abutting said private roadway and their successors and assigns in accordance with their percentage of ownership of road frontage upon said private road.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the 29<sup>th</sup> day of September, 1978.

Florence English Orr (SEAL) James D. Orr, Jr. (SEAL)  
FLORENCE ENGLISH ORR JAMES D. ORR, JR.

Bryce T. English (SEAL) Edith English (SEAL)  
BRYCE T. ENGLISH EDITH ENGLISH

Marjorie E. Clements (SEAL) George E. Clements (SEAL)  
MARJORIE E. CLEMENTS GEORGE E. CLEMENTS

Reyna G. Shuping (SEAL) Gene D. Shuping (SEAL)  
REYNA G. SHUPING GENE D. SHUPING

NORTH CAROLINA

COUNTY OF RANDOLPH

I, William T. Fritz, a Notary Public of said County and State do hereby certify that FLORENCE ENGLISH ORR and husband, JAMES D. ORR, JR. personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal this 9 day of October, 1978.

William T. Fritz  
Notary Public



My Commission expires:

April 2, 1980

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NORTH CAROLINA

COUNTY OF Randolph

I, William T. Fritz, a Notary Public of said County and State do hereby certify that BRYCE T. ENGLISH and wife, EDITH ENGLISH personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal this 9 day of October, 1978.

William T. Fritz  
Notary Public



My Commission expires:

April 2, 1980

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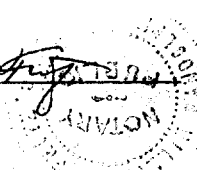
NORTH CAROLINA

COUNTY OF Randolph

I, William T. Fritz, a Notary Public of said County and State do hereby certify that MARJORIE E. CLEMENTS AND husband GEORGE E. CLEMENTS personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal this 9 day of October, 1978.

William T. Fritz  
Notary Public



My Commission expires:

April 2, 1980

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NORTH CAROLINA

COUNTY OF RANDOLPH

I, William T. Fritz, a Notary Public of said County and State do hereby certify that Gene D. Shuping and wife Reyna G. Shuping personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal this 9 day of October, 1978.

My Commission expires: William T. Fritz  
April 2, 1980 Notary Public

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of

William T. Fritz  
Notary Public of

Randolph Co., NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1104 Page 379 This 12<sup>th</sup> day of Oct. 1978 at 4:55 P.M.

By Sue Phillips  
Annie Sharp, Register of Deeds

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