

95

Charles C.

5.00  
per

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

RESTRICTIVE COVENANTS

Leslie Byrl Mullins, first being duly sworn, deposes and says:

That he is a citizen and resident of Randolph County, North Carolina, and is the owner of that certain tract of land in Tabernacle Township, Randolph County, North Carolina, consisting of 37.729 acres and described by deed recorded in Book 1068 at Page 861 in the Office of the Register of Deeds of Randolph County, excepting 20.002 acres conveyed by deed recorded in Book 1085, Page 521, in the Randolph County Registry.

That the said owner, in order to promote a well classified and regulated residential development does hereby place upon the said property the following restrictive covenants:

- (1) Said property is hereby set aside and restricted to use for residential purposes only. No structures shall be erected on any lot other than a single family dwelling, a garage, which garage may be attached or unattached to the single family dwelling, and out buildings for domestic purposes. No dwelling shall be erected on any lot having less than One Thousand Four Hundred (1,400) square feet of heated floor space exclusive of any garage.
- (2) No residential building shall be built nearer than Fifty (50) feet to the front property line nor nearer than Twenty (20) feet to either side property line.
- (3) No mobile homes nor any modular homes nor any shell-type homes shall be erected or placed, either temporary or permanently, upon any of said property.
- (4) The foundations of all buildings erected upon any lot shall be solid foundations. No pillar type foundations shall be permitted as to any building. No building upon any of said property shall be erected with exposed cement block construction.
- (5) No poultry or swine shall be kept and maintained on said property.
- (6) No trailer, basement, tent, shack, garage, barn or other outbuildings may be erected or maintained on said lots for use as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence upon any of said property.
- (7) There shall be no outside toilets on any of the lots, but each residence shall provide sewage disposal through the use of approved septic tanks or connected with an approved underground sanitary sewage system.
- (8) No junk cars shall be kept on any of said property.
- (9) No commercial, industrial, or any business buildings of any kind shall be constructed on any of these lots or promoted on the property.
- (10) No cemetery, private or public, shall be permitted on these lots.
- (11) No unlawful, obnoxious or offensive trade or activity shall be carried on upon any of said property which may be or become an annoyance or a nuisance to the neighborhood.
- (12) The above covenants and conditions are placed on the property indicated as part of a general scheme or plan of development for the

benefit of all owners of property within said development and said covenants and conditions are and shall be binding upon the present owners of said land, their successors, heirs and assigns, and shall be covenants running with the land binding on all future owners of said land until January 1, 2009 A.D.

(13) If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 2009, it shall be lawful for any other person or persons owning any of said property in said development to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent him or them from continuing any such violation or to recover damages or other dues for such violation.

(14) Invalidation of any one of these covenants by judgment or court order shall in no wise affect or invalidate any of the other provisions set forth above, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 30th day of September, 1978.

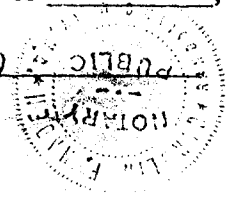
Leslie Byrl Mullins  
Leslie Byrl Mullins

STATE OF NORTH CAROLINA  
COUNTY OF Randolph

I, Carolyn F. Haden, a Notary Public of said County and State, do hereby certify that Leslie Byrl Mullins, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 2nd day of October, 1978.

Carolyn F. Haden  
Notary Public



My commission expires:  
January 8, 1980

NORTH CAROLINA - Randolph County  
The foregoing certificate(s) of

Carolyn F. Haden

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 1104, Page 95, This 2 day of October, 1978 at 12:55 o'clock P.M.

Annie Shaw, Register of Deeds  
By Annie Shaw, Asst Register of Deeds