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NORTH CAROLINA

RANDOLPH COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Walter V. Roberts, Sr. and wife, Virginia S. Roberts, and H. Wade Yates and wife, Minnie W. Yates, are the owners and developers of certain lands to which these restrictive covenants shall apply, said property being described as follows:

- (a) Laurelwood Hills Subdivision, Section One, as shown in Plat Book 19, Page 58, Randolph County Registry;
- (b) Laurelwood Hills Subdivision, Section Three, as shown in Plat Book 19, Page 59; and
- (c) Lots 1A, 2A and 3A of Section 3A, lying and fronting on the eastern side of Cox Road and running from Laurel Drive north to the property of Eddie Hoover and said lots backing up to the lots shown in Plat Book 19, Page 59.

The owners and developers do hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any property in said subdivision, that all lots in the subdivision as above described are hereby subject to the following restrictions as to the use thereof:

1. The property shall be used for residential purposes only designed for the occupancy of one family, and not more than one residence may be built on any one lot.
2. Any residences so erected shall contain a minimum of 1500 square feet of heated living area, exclusive of garage, breezeway, porch or carport areas, provided further that any two story house shall have a minimum of 900 square feet of first floor heated living area.
3. No mobile homes, house trailers, shell homes or modular homes shall be permitted on any of these lots.
4. No imitation siding of any kind may be used on any building on any of these lots, and no cement blocks can be left showing from the outside.
5. All buildings shall be erected in conformity with building lines as shown on the map and in accordance with any building restrictions of the City of Asheboro for these lots.
6. Detached garages for use appurtenant to the dwelling are permitted, provided that said garages are constructed of brick, framing or other materials comparable to that used in the dwelling, and provided specifically that no tin or metal garages shall be permitted.
7. All toilets and lavatories shall be built indoors and shall be connected with the sewage disposal system provided for the use of these lots, provided, however, that for those lots for which the sewage system is not

available for use at the time of construction of the residence, the toilets and lavatories shall be connected with outside septic tanks until such time as sewer system shall be available for use in connection with the lot, at which time the purchaser, his successors and assigns, agree to connect said premises thereto without delay.

8. No horse, cow, hog, goat, chickens or other similar animals or fowls, or offensive or dangerous pets shall be maintained or permitted on any part of said property.

9. No junk automobiles or other junk or unsightly debris of any nature shall be permitted on said premises.

10. No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any of the lots in said division, nor shall said lots in any way be used for other than strictly residential purposes.

11. No nuisance, or offensive, noisy, or illegal trade, calling, or transacting shall be done, suffered, or permitted upon the lands in said subdivision, nor shall any lot or part of said subdivision 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. No livery stable, barn, or stable whatsoever or 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 subdivision.

12. No other outbuildings (other than detached garages as hereinbefore set out) shall be allowed on the premises without written permission by the developers.

13. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

14. All fuel oil tanks shall be buried and be beneath the surface of the ground.

15. The developers reserve the right to subject the real property in this subdivision to a contract with Randolph Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, which may require an initial payment and/or a continuing monthly payment to Randolph Electric Membership Corporation by the owner of each building.

The declarations herein shall constitute covenants to run with the lots in said subdivision and shall be binding on all persons or corporations or firms claiming under them and for the benefit of and limitations upon all future owners of lots in said subdivision, this declaration of restrictions being designed for the purpose of keeping said lots in said subdivision desirable and attractive for residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property

and thereby to secure to each residential lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to other lot owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

These restrictions and reservations are made for the benefit of any and all persons who may now own or who may hereafter own lots in this subdivision and such persons are specifically given the power to enforce these restrictions and reservations.

This 6th day of March, 1979.

Walter V. Roberts, Sr. (SEAL)
Walter V. Roberts, Sr.

Virginia S. Roberts (SEAL)
Virginia S. Roberts

H. Wade Yates (SEAL)
H. Wade Yates

Minnie W. Yates (SEAL)
Minnie W. Yates

NORTH CAROLINA
RANDOLPH COUNTY

I, Ann T. Jester, Notary Public, do hereby certify that Walter V. Roberts, Sr. and wife, Virginia S. Roberts, H. Wade Yates and wife, Minnie W. Yates, personally appeared before me this day and acknowledged the due execution of the foregoing restrictive covenants.

Witness my hand and notarial seal, this 6th day of March, 1979.

My com. expires:
Oct. 24-1980

Ann T. Jester (SEAL)
Notary Public

NORTH CAROLINA--Randolph County

The foregoing Certificate of Ann T. Jester, Notary Public of Randolph County, N. C. is certified to be correct. This instrument was presented for registration and recorded in this office at Book 1107, Page 592. This 6 day of March, 1979, at 3:25 o'clock P. M.

By Annie Shaw, Register of Deeds
Sharon Brown Deputy/Assistant Register of Deeds