

NORTH CAROLINA
RANDOLPH COUNTY
CEDAR GROVE TOWNSHIP

RESTRICTIVE COVENANTS

*Room 304
Randolph Savings Bank
Asheville, N.C.*

We, Bsn F. Coleman and wife, Dorothy B. Coleman,
and I. L. McDowell and wife, Ruth H. McDowell, of Randolph
County, North Carolina; are the owners of a certain tract of
land in Cedar Grove Township, Randolph County, described as
follows:

BEGINNING at an iron pipe in the western right-of-way line of N. C. Secondary Road No. 1318, at the intersection of the southern right-of-way line of N. C. Secondary Road No. 1328 with the western right-of-way line of N. C. Secondary Road No. 1318; thence with the southern right-of-way line of N.C. Secondary Road No. 1328, North 62° 56' 46" East 292.94 feet to an iron pipe; thence North 61° 40' 13" East 312.55 feet to an iron pipe; thence leaving said right-of-way line, South 60° 11' East 671.60 feet to an iron pipe; thence South 53° 01' 15" East 163.45 feet to an iron pipe; thence South 16° 38' 33" West 92.38 feet to an iron pipe; thence South 75° 51' 58" East 100.93 feet to an iron pipe; thence South 42° 06' 24" East 123.26 feet to an iron pipe; thence South 7° 11' 45" West 84.93 feet to an iron pipe; thence South 09° 07' 04" West 118.37 feet to an iron pipe; thence North 68° 08' 08" East 258.47 feet to an iron pipe; thence South 74° 32' 51" East 56.74 feet to an iron pipe; thence South 8° 42' 18" West 115.18 feet to an iron pipe; thence South 80° 45' 27" East 104.22 feet to an iron pipe; thence South 30° 33' 26" East 106.52 feet to an iron pipe; thence South 07° 19' 49" East 307.42 feet to an iron pipe; thence North 77° 25' 51" West 151.17 feet to an iron pipe; thence North 59° 48' 02" West 301.63 feet to an iron pipe; thence South 07° 36' 29" West 102.61 feet to an iron pipe; thence South 12° 51' 10" East 145.75 feet to an iron pipe; thence South 41° 44' 42" West 188.92 feet to an iron pipe; thence South 83° 36' 32" East 241.07 feet to an iron pipe; thence South 25° 39' 17" East 252.24 feet to an iron pipe; thence South 32° 12' 15" West 248.91 feet to an iron pipe; thence South 52° 15' 22" East 258.22 feet to an iron pipe; thence South 10° 30' 29" East 68.78 feet to an iron pipe in Kate Parrish heirs line; thence North 87° 08' 04" West 937.24 feet to an iron pipe; thence North 34° 46' 02" West 157.02 feet to an iron pipe; thence North 83° 42' 55" West 145.41 feet to an iron pipe; thence North 16° 36' 01" West 132.91 feet to an iron pipe; thence North 36° 41' 30" East 182.38 feet to an iron pipe; thence North 51° 11' 19" East 179.46 feet to an iron pipe; thence North 67° 07' 28" West 150.47 feet to an iron pipe; thence South 72° 36' 41" West 133.15 feet to an iron pipe; thence North 16° 29' 22" West 183.16 feet to an iron pipe; thence North 4° 44' 51" East 185.85 feet to an iron pipe; thence South 68° 21' 58" West 161.68 feet to an iron pipe; thence North 17° 25' 41" West 263.25

feet to an iron pipe; thence North 2° 16' 49" West 301.75 feet to an iron pipe; thence South 49° 22' 38" West 251.56 feet to an iron pipe; thence South 53° 56' 39" West 117.89 feet to an iron pipe; thence North 2° 02' 37" East 676.12 feet to the place and point of BEGINNING, being 53.792 acres, more or less, according to a survey for McDowell and Coleman by Clotus Craven, R.L.S., dated April, 1979, as revised June, 1979.

That in order to promote a well classified and regulated residential district upon said lots hereinabove specified as being duly laid out in said tract of land and described upon said plat to place upon the hereinabove described property, the restrictions as hereinafter set forth:

1. That the property hereinabove described shall be used for residential purposes only; and no buildings other than residences, except garages or outside utility buildings for domestic purposes shall be built on said premises.
2. That all residences constructed shall consist of at least four rooms, plus one full bath and have a minimum of 1250 square feet of enclosed floor space, exclusive of breeze ways and garages.
3. That no house trailers, mobile homes, or shell homes shall be put, placed, or parked upon said property. There shall be no junk automobiles, or unlicensed motor vehicles placed, put or parked upon said lots.
4. That no cement, concrete, or cinder blocks may be exposed or placed where they can be seen in the exterior of the houses.
5. That no used lumber, second hand, or unsightly material may be used in the construction of residence or to be placed, stored, or used on said lots.
6. No residence or buildings of any kind erected on the said lots shall be near to the front property line or street frontage on front of lot than 40 feet, nor nearer to the side or back property lines than 10 feet.
7. That all sewage disposal shall be made through use of approved septic tanks or under sewer system. Any and all sanitary arrangements must comply with other local and state health ordinance, laws and regulations.
8. That no apartment houses shall be erected or licensed to exist on the above described lots. All residences shall be single family dwellings.
9. An easement has been granted to Randolph Electric Membership Corporation, and to Central Telephone Co., for the purposes of supplying electricity and telephone service to the owners and occupants of said lots.
10. No livestock or other animals, except family pets, shall be kept or maintained on said lots, and no chicken houses or facilities for maintenance or upkeep of swine shall be constructed or maintained on said tract.

11. All of the above described tract and any conveyance of same or part of the same shall be subject to an easement and right-of-way for a private road for the purposes of ingress, egress and regress, said easement and right-of-way described as follows:

BEGINNING at a point in the southern right-of-way line of N. C. Secondary Road No. 1328 at a point along said right-of-way line North 62° 56' 46" East and North 61° 40' 13" East 421.62 feet from an existing iron pipe, the northwest corner of the McDowell-Coleman tract; thence South 38° 12' East 319.21 feet to an iron pipe; thence South 35° 33' East 432.00 feet to an iron pipe; thence South 33° 26' East 100.00 feet to an iron pipe; thence South 30° 59' East 100 feet to an iron pipe; thence South 29° 47' East 100 feet to an iron pipe; thence South 28° 43' East 100 feet to an iron pipe; thence South 24° 35' East 100.00 feet to an iron pipe; thence South 13° 47' East 100 feet to an iron pipe; thence South 8° 05' East 513.48 feet to an iron pipe; thence along an arc and tangent L 249.18 feet to an iron pipe; thence North 8° 05' West 510.49 feet to an iron pipe; thence North 13° 47' West 91.34 feet to an iron pipe; thence North 24° 35' West 92.16 feet to an iron pipe; thence North 28° 43' West 97.28 feet to an iron pipe; thence North 29° 47' West 98.81 feet to an iron pipe; thence North 30° 59' West 98.10 feet to an iron pipe; thence North 33° 26' West 97.61 feet to an iron pipe; thence North 35° 33' West 429.50 feet to an iron pipe; thence North 38° 12' West 328.25 feet to an iron pipe in the southern right-of-way line of N. C. Secondary Road No. 1328; thence with said southern right-of-way line North 61° 40' 13" East 60 feet to the point and place of BEGINNING, being a 60 foot right-of-way and easement according to a survey for McDowell and Coleman by Clotus Craven, R.L.S., dated April, 1979, as revised June, 1979.

The above covenants and conditions are placed on lots hereinabove specified and set forth as a part of a general plan of development for the benefit of all owners of the property hereinabove specified, and said covenants and restrictions are and shall be binding upon the present owners of said lots, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said lots.

This agreement to be in full force and effect until December 31, 2019, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of then owners of the lots has been duly recorded agreeing to change said covenants and restrictions in whole or in part.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other covenants or restrictions, all of which shall remain in full force and effect.

These protective covenants and restrictions shall be recorded in the Office of the Register of Deeds for Randolph County and shall apply to all the tract hereinabove described, and shall be binding on the parties hereto and assigns and all persons claiming under, by or through them and shall be referred to by book and page where recorded in each and every conveyance and restrictions for said tract or any part thereof when sold or transferred.

This 16th day of August, 1979.

Ben F. Coleman (SEAL)
Ben F. Coleman

Dorothy B. Coleman (SEAL)
Dorothy B. Coleman

I. L. McDowell (SEAL)
I. L. McDowell

Ruth H. McDowell (SEAL)
Ruth H. McDowell

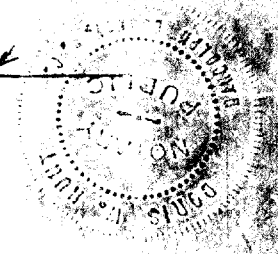
NORTH CAROLINA

RANDOLPH COUNTY

I, Doris M. Hunt, a Notary Public in and for said County and State, do hereby certify that Ben F. Coleman and wife, Dorothy B. Coleman; and I. L. McDowell and wife, Ruth H. McDowell, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and seal, this 16th day of August, 1979.

Doris M. Hunt
Notary Public



My commission expires:

11/15/81

NORTH CAROLINA Randolph County

The foregoing certificate(s) of

Doris M. Hunt
Notary Public of

Randolph
County, NC

is hereby certified to be correct. This instrument was presented for registration and recorded in this office at Book 1112, Page 357, this 16th day of August, 1979 at 11:15 o'clock A. M.

Annie Shaw, Register of Deeds

By Annie Shaw Register of Deeds