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RESTRICTIVE COVENANTS
EVERGREEN ACRES

Plat Book 20 Page 28

KNOW ALL MEN BY THESE PRESENTS THAT WALKER UPHOLSTERY, INC. is the owner of the above captioned subdivision by virtue of a deed recorded in Book _____, Page _____ of the Randolph County Registry and is the developer of said subdivision; that the developer desires to provide a uniform scheme of development for said real property for the preservation of the neighborhood and orderly development of the subdivision for the mutual benefit of all land owners therein, both now and in the future; and pursuant to the scheme of development, the developer does hereby set forth the following restrictive covenants applicable to said lands upon the terms and conditions herein set forth. These restrictive covenants to run with the land are as follows:

- (1) This property shall be used for residential purposes only and only single family dwellings shall be permitted upon any lot in the subdivision.
- (2) No residence shall be built in this subdivision that shall contain less than 1200 square feet of heated floor space, exclusive of carports, porches and garages. However, any residence of more than one story, the ground floor, such residence shall contain a minimum of 600 square feet.
- (3) No structure shall be built leaving cement or concrete blocks left visible from the roadside without express permission of the developer.
- (4) No imitation brick siding nor asbestos shingles shall be used in constructions so as to be visible from the roadside serving or abutting the particular lot or lots without express permission of the developer.
- (5) No mobile homes or trailer homes shall be permitted on any lot in the subdivision, but recreational vehicles owned by the occupant of a complying residence upon any lot may be parked upon his or her premises so long as the same shall not be visible from the roadway abutting the said lot and no such recreational vehicle shall be used as living quarters upon the premises.
- (6) No homes of a temporary character such as a basement only or tent shall be permitted upon any lot.
- (7) No junk automobiles shall be permitted to be stored or remain on any lot.
- (8) No animals or livestock shall be kept on any lot, except that domestic or household pets may be kept provided they are not raised or kept for commercial use or breeding.
- (9) No obnoxious or offensive activities that might become an annoyance to the neighborhood shall be permitted upon any lot.
- (10) No lot shall be used for storage purposes, except that building materials to be used in the construction of a residence or other building upon a particular lot may be kept thereon for a period not to exceed six (6) months.

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These restrictive covenants shall exist and continue and run with the land for a term of fifteen (15) years from the date hereof at which time the restrictions shall expire, unless and until renewed by written agreement and consent of the owner or owners of seventy five percent (75%) or more of the total lots in the subdivision which renewals shall be for a term of ten (10) years each, provided such written consent and agreement shall be notarized and recorded in the office of the Register of Deeds on or before the expiration of the next previous term of these restrictive covenants.

IN WITNESS WHEREOF the said WALKER UPHOLSTERY, INC. has caused this instrument to be signed in its corporate name by its duly authorized officers and its corporate seal to be hereunto affixed.

WALKER UPHOLSTERY, INC.

BY Jacob J. Walker
President

ATTEST:

Russella C. Walker
Secretary

(corporate seal)

NORTH CAROLINA

COUNTY OF Randolph

I, Polly E. Rich, a Notary Public of said County and State do hereby certify that Russella C. Walker

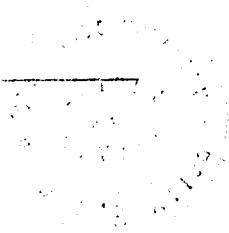
personally came before me this day and acknowledged that he/she is Secretary of WALKER UPHOLSTERY, INC., and that by authority duly given and as the act of the corporation, the foregoing Restrictive Covenants was signed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its Secretary.

Witness my hand and official seal, this 27th day of November, 1979.

Polly E. Rich
Notary Public

My Commission expires:

1/1/81



NORTH CAROLINA Polly E. Rich

The foregoing certificate of

Polly E. Rich
Notary Public of

Randolph Co., N.C.

This instrument was presented for notation and recorded in this office at Book 1115

Page 136 on 2 11 Nov. 1979 at 1:05 o'clock P.M.

Annie Shaw, Register of Deeds

By Annie Shaw, Register of Deeds