

521
NORTH CAROLINA
RANDOLPH COUNTY

8.
RESTRICTIVE COVENANTS

L. Clegg Pritchard and wife, Myrtle L. Pritchard, and Phillip C. Pritchard and wife, Beth L. Pritchard, the owners in fee simple of the real property now duly platted as Cedar Creek which said plat is now recorded in the office of the Register of Deeds of Randolph County, North Carolina, in Plat Book 20, Page 30, hereby make the following declaration as to limitations, restrictions and uses to which all lots in said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with the lots in said subdivision and shall be binding on all parties, corporations, and all persons or firms claiming under them and for the benefit of a limitations upon all future owners of lots in said subdivision, this declaration of restrictions being designated for the purpose of keeping said lots in said subdivision desirable, uniform and suitable in architectural design, and to insure the use of said lots for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, 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 site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

The restrictive covenants are as herein specified:

1. All lavatories and/or toilets shall be built indoors and connected with outside septic tank until such time as a sewer system shall be maintained, at which time the purchaser, his successors or assigns, agrees to connect said premises therewith without delay.
2. Not more than one residence may be built on any one lot.
3. No manufacturing or commercial enterprise, or enterprises of any kind shall be maintained upon any of the lots in said division, nor shall said lots in any way be used for other than strictly residential purposes.

4. No nuisance, or offensive, noisy, or illegal calling or transaction 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.

5. No horse, cow, hog, goat or similar animal shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon.

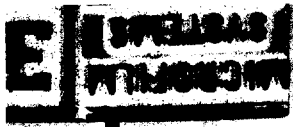
6. No bill boards, sign boards, or unsightly objects of any kind shall be maintained on said lands in this subdivision or any part thereof with the exception of a sign "For Sale" or "For Rent" which sign shall not exceed 2 feet by 3 feet except development signs.

7. Nothing but a single private dwelling or residence designed for the occupancy of one family, shall be erected on any lot in this subdivision, nor shall said premises be used for any purpose other than residential purposes; no condominiums will be permitted; no mobile homes will be permitted, and no modular homes will be permitted.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on 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; no unsightly garbage cans will be permitted.

9. No junk cars will be permitted upon any of the lands in this subdivision.

10. No building shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved by the developers of this subdivision, L. Clegg Pritchard and Phillip Pritchard, as to quality of workmanship and materials, as to harmony of external design with existing structures. Factors to be considered by the developers shall include, but are not limited to, minimum floor size of the structure, width and height of the structure and building materials to be used. Each residence shall contain a minimum of 1800 square feet of heating space; provided, however, as a result of the trend in housing in constructing smaller homes the developers shall have the authority to approve a home containing a minimum of 1600 square feet so long as said home fits within the scope of these restrictions as interpreted by the developers. Developers have the absolute authority to deny construction of any residence of less than 1800 square feet but shall have authority to approve homes between 1600 and 1800 square feet but in no event shall they approve a home of less than 1600 square feet of heated space. Provided, further, two copies of the proposed building plan shall be submitted to the developer who shall enter approval or rejection



on one copy of the building plans and shall return same to lot owner within five (5) business days of delivery to developer. Developers shall keep one (1) copy of the plans for their records and for the purpose of determining if the building is accomplished according to the approved plans. No changes or alterations to the plan may be made without written approval of the developers. Provided that L. Clegg Pritchard and/or Phillip Pritchard can terminate the requirement of the aforesaid part of restriction number 10 at any time by filing in the Register of Deeds a Notice of Termination of this requirement. In the event a Notice of Termination is filed in the office of the Register of Deeds the minimum square footage of heated space of any house to be constructed thereafter shall not be less than 1800 square feet. Provided, further that the requirement of this Paragraph 10 with respect to approval of building plan shall cease when all lots in said subdivision have residences constructed thereon.

- 11. No outbuildings shall be allowed on the premises unless permitted by the developers.
- 12. All fuel oil tanks shall be buried and be beneath the surface of the ground.
- 13. No land owners in the tract shall maintain any offensive or dangerous pets.
- 14. The developers reserve the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company 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 Carolina Power and Light Company by the owner of each building.
- 15. There shall be no cement or cinder blocks visible in any home or building erected on any lot.
- 16. All houses shall be built at least 60 feet from the front property line and at least 10 feet from the side property line.
- 17. All dwellings erected on said premises shall have full foundation walls.

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

owners of said property.

This agreement is to be in full force and effect until
January 1, 2050.

This 13th day of December, 1979.

L. Clegg Pritchard (SEAL)
L. Clegg Pritchard

Myrtle L. Pritchard (SEAL)
Myrtle L. Pritchard

Phillip C. Pritchard (SEAL)
Phillip C. Pritchard

Beth L. Pritchard (SEAL)
Beth L. Pritchard

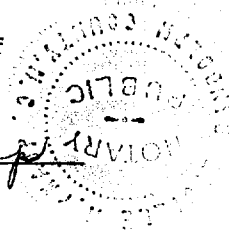
NORTH CAROLINA

RANDOLPH COUNTY

I, Lucille H. Phaup, a Notary Public in and for said County and State do hereby certify that L. Clegg Pritchard, and wife, Myrtle L. Pritchard, and Phillip C. Pritchard and wife, Beth L. Pritchard, personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and notarial seal, this 13 day of December, 1979.

Lucille H. Phaup
Notary Public



My commission expires: 4/21/81

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Lucille H. Phaup, 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 1115, Page 521, This 13th day of December, 1979 at 4:10 o'clock P.M.

Annie Shaw, Register of Deeds

By Brenda League, Deputy Register of Deeds