

MICROFILM SYSTEMS

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

DECLARATION OF RESTRICTIVE COVENANTS  
FOR COUNTRY PLACE

KNOW ALL MEN BY THESE PRESENTS, that RICHARD D. WALL and wife, JEWELL S. WALL and RAY L. WHITE and wife, LELA ANN WHITE are the owners in fee of a tract of land located in the County of Randolph in the State of North Carolina;

KNOW FURTHER that this tract is described and recorded as "Country Place" and a plat of the same is recorded in the Office of the Register of Deeds of Randolph County in Plat Book 20 at Page 40;

KNOW FURTHER that the owners desire to set forth restrictions upon the use, maintenance and appearance of this land prior to alienation of the same;

NOW, THEREFORE, the following are established as a Declaration of Restrictive Covenants binding upon all persons, firms and corporations, their heirs, successors or assigns so long as the term of these restrictive covenants remain in force:

1. All lots in this subdivision are for occupancy by single family residential units. No lot may be used for any commercial venture nor may a residence be used as a commercial operation.
2. Only mobile homes may be located upon a subdivision lot. All trailers located upon a lot must contain not less than Seven Hundred (700) square feet and be no greater than five (5) years old at the time of placement upon the lot. Commercial built double wide trailers may be placed upon any lot but in no event will a property owner be allowed to join two single trailer units together to form one trailer. All trailers shall be surrounded with brick or concrete block covered with surewall. No exposed concrete block or metal wrapping of any nature will be permitted.
3. No outbuildings may be constructed except where they are so constructed as to match the exterior of the house or trailer located upon the subject lot. No outbuilding may be constructed on any lot that does not first have a residential unit located upon it. No outbuilding shall be permitted to be used for living quarters or for the operation of any business. A detached garage shall constitute an outbuilding.
4. No structure or trailer may be occupied until all the requirements of these covenants have been fulfilled.
5. No animal, livestock, poultry of any kind can be raised, bred or kept on any lot for any purpose except that dogs, cats and other household pets may be kept, provided that said pets are not kept, bred or maintained for any commercial purposes.
6. No junk automobiles, trucks, tractors, any other type of vehicle, appliance, furniture or yard equipment shall be permitted upon any lot or street.
7. Owners of the lots in this subdivision shall beautify and maintain their lots in a neat and pleasing appearance.
8. All sewer lines shall drain into a septic tank. No outside

8  
toilets shall be installed on the property.

9. Any restrictions, covenants and/or conditions hereinabove set forth may be removed, modified or changed by securing the written consent of Richard D. Wall and wife, Jewell S. Wall and Ray L. White and wife, Lela Ann White and the adjacent property owners to any lot upon which any change or modification may affect; said permission shall not be unreasonably denied, and said written consent upon being signed shall be acknowledged and recorded in the Office of the Register of Deeds of Randolph County, North Carolina, and shall thereupon become a part of these Restrictive Covenants.

10. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. By acceptance of a deed, the Grantees herein cannot maintain any action at law or in equity against any person or persons violating the building line as shown on the plat and acknowledges that front building lines are established by the Randolph County Health Department and may be amended or changed by that Department at their discretion.

11. These Restrictive Covenants shall remain in full force and effect for a period of twenty-five (25) years from the day of recordation of this instrument.

IN WITNESS WHEREOF, Richard D. Wall and wife, Jewell S. Wall and Ray L. White and wife, Lela Ann White have hereunto set their hands and seals this the 26 day of February, 1980.

Richard D. Wall (SEAL)  
RICHARD D. WALL

Jewell S. Wall (SEAL)  
JEWELL S. WALL

Ray L. White (SEAL)  
RAY L. WHITE

Lela Ann White (SEAL)  
LELA ANN WHITE

NORTH

Th

is (ar

Page

NORTH CAROLINA

Forsyth COUNTY

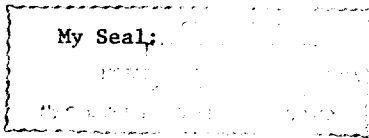
I, Patricia S. Crane, a Notary Public of Forsyth County, North Carolina, do hereby certify that Richard D. Wall and wife, Jewell S. Wall, each personally appeared before me this date and each acknowledged the due execution of the foregoing Declaration of Restrictive Covenants for Country Place.

Witness my hand and seal, this the 26 day of February, 1980.

Patricia S. Crane  
Notary Public

My Commission Expires:

November 6, 1982



NORTH CAROLINA

Forsyth COUNTY

I, Patricia S. Crane, a Notary Public of Forsyth County, North Carolina do hereby certify that Ray L. White and wife, Lela Ann White, each personally appeared before me this date and each acknowledged the due execution of the foregoing Declaration of Restrictive Covenants for Country Place.

Witness my hand and seal, this the 26 day of February, 1980.

Patricia S. Crane  
Notary Public

My Commission Expires:

November 6, 1982



NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Patricia S. Crane, Notary Public of Forsyth County of NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1117, Page 457. This 17<sup>th</sup> day of March, 1980 at 1:10 o'clock P. M.

Arnie Shaw, Register of Deeds

By Elizabeth Stearns, Deputy Register of Deeds