

Nationwide Homes  
At Johnny Guilliams  
PO Box 5511  
Metchville, Va 24112

8.00 pd

PROTECTIVE COVENANTS

OF

ELI-KEMP SUBDIVISION

Situated South of Spencer Street, lying in the City of Asheboro, North Carolina.

All persons who shall acquire land described in the subdivision herein referred to shall be taken and held to agree with the proprietor of said land, its successors and assigns, and each of them to conform to and observe the restrictions and stipulations as to the use thereof as will be hereinafter set forth.

NATIONWIDE HOMES, INCORPORATED, a corporation created and existing under the laws of Virginia and authorized to do business in the State of North Carolina, is the proprietor of said land.

The property embraced in the subdivision in question consists of Lots 1 thru 10, and being a part of that property conveyed unto Nationwide Homes, Incorporated by David Lee Cheek and wife Patricia R. Cheek, by deed dated the 31st day of March 1980, and recorded in the Randolph County Register of Deeds Clerk's Office in Deed Book 1117, page 777. The above property is recorded in plat book 10, page 84 of the Register of Plats for Randolph County North Carolina.

Includes the area within Green Wood Street and 22.28 ft. by 139.16 ft. lot, located at the North East corner of the intersection of Spencer Avenue with Green Wood Street as shown on said plat.

1. No garage or other outbuilding not attached to the residence shall be erected closer to the front street than the rear of the rear building line of the residence, none of the lots shall be improved or occupied for other than single family or duplex residences. No temporary building, basement, cellar, tent, shack, mobile home, or trailer, garage or other outbuilding, or structure shall be used for human habitation.

2. No residence erected in this subdivision shall contain less than 760 square feet of living area, buildings exclusive of porches, stoops, and carports.

3. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

MEMBERSHIP: Said Architectural Control Committee is composed of James W. Severt, George W. Coleman, and Johnny L. Guilliams, P.O. Box 5511, Martinsville, Virginia 24112. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing, by letter. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. No animals shall be kept on any lot in the subdivision with the exception of household pets. Dog kennels, dog run lines, and dog lots or yards are expressly prohibited. Any person owning or living on any lot in the subdivision shall be required to supervise, manage, and control any household pet.

5. No billboards or advertising boards with structures shall be permitted on said premises, except that professional signs not larger than 24 inches by 30 inches shall be allowed.

6. No purchaser of any lot herein, whether he owns by purchase, inheritance, or otherwise, shall sub-divide any part of any lot by sale or otherwise, except with the written permission of the Architectural Control Committee.

7. No trash, equipment, or tools may be stored on said premises except where concealed from the front and in no event except to the rear of the residence. No cars, trucks, or other motor vehicle's not being currently used will be permitted on any lot (currently used meaning within thirty days). No junked or disabled boats, cars, campers, trucks, trailers, or any vehicle which is junked or disabled shall be permitted on any lot. No lot owner or resident shall allow any trash or junk or disabled appliances to accumulate on the premises.

8. No commercial business or trade, except, beauty parlors or professional offices not prohibited by City ordinances, shall be carried on upon any lots, nor shall anything by them thereon which may become an annoyance or nuisance.

9. No fences or walls shall be erected on any lot without the prior written consent of the committee.

10. No previously used structure or previously used building shall be moved onto any lot, it being the intention that all construction shall be new.

11. These restrictions shall be valid for a term of thirty (30) years. Extensions of ten (10) years each shall occur automatically, unless a valid, legally binding instrument signed by a majority of property owners is recorded to modify these covenants.

12. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

13. The grantor and/or the proprietor and every person hereafter having any title, right, or interest in any lot in said subdivision shall have the right to prevent or stop violation of any of said restrictions by injunctions or by other lawful procedure, and to recover any damages resulting from such violation.

14. Nationwide Homes, Incorporated hereby reserves the right and privilege acting through its Architectural Control Committee to waive compliance with these restrictive covenants in the event that a written application for such waiver is made and that such written application shows that the requested waiver would result in only a slight or insubstantial variation from the covenants herein and that such waiver would not adversely affect the value of the property or lots involved and the value of the subdivision as a whole. Each and every purchaser of any lot in said subdivision and any resident in any home located in said subdivision shall be deemed, by their purchase of said lot or their residence on any property located on said lot, to have agreed to allow the Architectural Control Committee set forth herein to grant waivers as set forth herein on behalf of Nationwide Homes, Incorporated and the residents of the subdivision.

IN WITNESS WHEREOF, NATIONWIDE HOMES, INCORPORATED, has caused its name to be signed hereto by George W. Coleman, its Senior Vice President, and its corporate seal to be affixed and attested by Marie V. Rhodes, Assistant Secretary, this the 22nd day of March, 1980.

NATIONWIDE HOMES, INCORPORATED

By George W. Coleman  
George W. Coleman  
Senior Vice President

ATTEST:

Marie V. Rhodes  
Marie V. Rhodes, Assistant Secretary

STATE OF VIRGINIA

CITY OF MARTINSVILLE, to-wit:

I, Sharon C. Hilbert a Notary Public in and for the City of Martinsville, in the State of Virginia, do hereby certify that George W. Coleman, as Senior Vice President, and Marie V. Rhodes, as Assistant Secretary, of NATIONWIDE HOMES, INCORPORATED, whose names are signed to the foregoing instrument bearing date of the 22nd day of March, have each personally acknowledged the same before me within my City and State aforesaid.

Given under my hand this the 22nd day of March, 1980.

My Commission expires the 16th day of July, 1982.

Sharon C. Hilbert  
Notary Public  
My Commission Expires August 12, 1980

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Sharon C. Hilbert  
Notary Public of Martinsville, Va.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1120, Page 844. This 19 day of August 1980 at 11:25 o'clock A. M.

Annie Shaw, Register of Deeds  
By Jane Hedrick, Deputy Register of Deeds