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KNOW ALL MEN BY THESE PRESENTS, that Walter V. Roberts, Sr. and wife, Virginia S. Roberts, and H. Wade Yates and wife, Minnie W. Yates, Linda Y. Sherrill, Patricia Y. Duncan and Stephen W. Yates, are the owners and developers of certain lands to which these protective covenants shall apply, said property being described as follows:

- (A) Laurelwood Hills Subdivision, South, Section One, Plat yet to be recorded in Randolph County Registry, and being that part of the property conveyed to Walter V. Roberts, et al. by E. M. Kearns Estate, Inc., recorded in Book 1031, Page 88, which fronts on Rockcliff Terrace (leading off of Highway 159) and Rockcliff Court.
- (B) Laurelwood Hills Subdivision, South, Section Two, plat yet to be recorded in Randolph County Registry, and being that part of the property known as the Hughes Place and conveyed to Minnie W. Yates, et al. by Walter V. Roberts, et ux. and recorded in Book 1085, Page 557, which fronts on Rockcliff Terrace, leading off of Highway 159 (Cox Road).

The owners and developers do hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any property in said subdivision, that all lots in the subdivision as above described are hereby subject to the following restrictions as to the use thereof:

1. This property shall be used for residential purposes only and not more than one single private dwelling or residence designed for the occupancy of one family shall be erected on any lot in this subdivision.
2. Any residences so erected shall contain the following minimum square feet of heated living area exclusive of garage, breezeway, porch or carport areas: 1500 feet for one-story residence, 1600 for one and one-half story residence, and 1700 feet for two-story residence; provided further that any two story or one and one-half story residences shall have a minimum of 900 square feet of first floor heated living area. Provided further that all one-story residences shall have a minimum under roof of 1700 feet, one and one-half story residences a minimum under roof of 1200 feet, and two-story residences a minimum under roof of 1000 feet; provided, however, that the developers shall have the option to reduce the required size above stated by up to 200 feet as to Lot No. 9, Section One alone, in each of the areas referred to, but subject to the approval of the owners and developers as to style and location of the residence.
3. No mobile homes, house trailers, shell homes, modular homes or other manufactured homes shall be permitted on any of these lots. Only dwellings originally constructed on the premises shall be permitted, and no dwelling or other building previously constructed on other property may be moved on any of the lots covered by these covenants.
4. No imitation siding of any kind may be used on any building on any of these lots, and no cement blocks can be left showing from the outside.
5. All buildings shall be erected in conformity with building lines as shown on the map and in accordance with all building restrictions of Randolph County for these lots; provided further that the map or plat shall require that all houses on the right-hand side proceeding from N. C. Highway 159 (South) shall be at least sixty feet from the front property line and that all houses constructed on the left-hand side of the street proceeding from N. C. Highway 159 shall be constructed at least fifty feet from the front property line, with the exception of Lots Nos. 9, 10, 11, 12, 13 and 14 of Section One, which shall be constructed at least forty feet from the front property line. Houses constructed on Lot Nos. 9 and 14, Section One, shall be also constructed at least forty feet from the side street; provided further that residences constructed on Lots Nos. 19 and 20 in Section One shall be constructed at least twenty-five feet from the side street. Residences constructed on Lots 10 and 11 of Section Two (Hughes Property) shall be constructed at least twenty feet from the future street, and houses constructed on Lots Nos. 1 and 19, Section Two, shall be constructed at least twenty-five feet from N. C. Highway 159, the side street.

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6. Detached garages for use appurtenant to the dwelling are permitted, provided that said garages are constructed of brick, framing or other materials comparable to that used in the dwelling, and provided specifically that no tin or metal garages shall be permitted.
7. All toilets and lavatories shall be built indoors and shall be connected with the sewage disposal system provided for the use of these lots, provided, however, that for those lots for which the sewage system is not available for use at the time of construction of the residence, the toilets and lavatories shall be connected with outside septic tanks until such time as sewer system shall be available for use in connection with the lot, at which time the purchaser, his successors and assigns, agree to connect said premises thereto without delay.
8. No horse, cow, hog, goat, chickens or other similar animals or fowls, or offensive or dangerous pets shall be maintained or permitted on any part of said property.
9. No junk automobiles or other junk or unsightly debris of any nature shall be permitted on said premises.
10. No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any of the lots in said division, nor shall said lots in any way be used for other than strictly residential purposes.
11. No nuisance, or offensive, noisy, or illegal trade, calling, or transacting 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.
12. No other outbuildings (other than detached garages as hereinbefore set out) shall be allowed on the premises without written permission by the developers.
13. 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, nor will any unsightly garbage cans be permitted.
14. All fuel oil tanks shall be buried and be beneath the surface of the ground.
15. The developers reserve the right to subject the real property in this subdivision to a contract with Randolph Electric Membership Corporation 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 Randolph Electric Membership Corporation by the owner of each building.
16. These subdivisions include both open areas and wooded areas. As to those lots in wooded areas, for the beauty of the entire subdivision, it is desired that an abundance of trees shall remain on each lot. On these wooded lots, trees on each lot may be removed only as required in the construction of driveways or walkways, the construction of the house and a maximum of fifty feet from the house. The other trees may be thinned out in the discretion of the lot owner, removing trees so that a tree would not be closer than thirty feet to another tree.
17. No billboards, 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.

The declarations herein shall constitute covenants to run with the lots in said subdivision and shall be binding on all persons or corporations or firms

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claiming under them and for the benefit of and limitations upon all future owners of lots in said subdivision, this declaration of restrictions being designed for the purpose of keeping said lots in said subdivision desirable and attractive for residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property 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 lot than is necessary to insure the same advantages to other lot owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

These restrictions and reservations are made for the benefit of any and all persons who may now own or who may hereafter own lots in this subdivision and such persons are specifically given the power to enforce these restrictions and reservations.

This 9th day of December, 1985.

Walter V. Roberts, Sr. (SEAL)
Walter V. Roberts, Sr.

Virginia S. Roberts (SEAL)
Virginia S. Roberts

H. Wade Yates (SEAL)
H. Wade Yates

Minnie W. Yates (SEAL)
Minnie W. Yates

Linda Y. Sherrill
By H. Wade Yates (SEAL)
Attorney-In-Fact

By Minnie W. Yates (SEAL)
Attorney-In-Fact

Michael Sherrill
By H. Wade Yates (SEAL)
Attorney-In-Fact

By Minnie Yates (SEAL)
Attorney-In-Fact

Patricia Y. Duncan
By H. Wade Yates (SEAL)
Attorney-In-Fact

By Minnie W. Yates (SEAL)
Attorney-In-Fact

Henry Duncan
By H. Wade Yates (SEAL)
Attorney-In-Fact

By Minnie W. Yates (SEAL)
Attorney-In-Fact

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Stephen W. Yates

By H Wade Yates (SEAL)
Attorney-In-Fact

By Minnie W Yates (SEAL)
Attorney-In-Fact

Gail W. Yates

By H Wade Yates (SEAL)
Attorney-In-Fact

By Minnie W Yates (SEAL)
Attorney-In-Fact

NORTH CAROLINA
RANDOLPH COUNTY

I, Sandra S. Bullin, a Notary Public for said County and State do hereby certify that Walter V. Roberts, Sr. and wife, Virginia S. Roberts, personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants, Witness my hand and notarial seal, this 9 day of December, 1985.

Sandra S. Bullin (SEAL)
NOTARY PUBLIC

My com. expires:
September 19, 1989

NORTH CAROLINA
RANDOLPH COUNTY

I, Ann T. Jester, a Notary Public of said County and State, do hereby certify that H. Wade Yates and Minnie W. Yates, Attorneys-In-Fact, personally appeared before me this day and acknowledged that they executed the foregoing and annexed instrument for and on behalf of Linda Y. Sherrill and husband, Michael Sherrill, Patricia Y. Duncan and husband, Henry Duncan, Stephen W. Yates and wife, Gail W. Yates, and that their authority to execute and acknowledge said Protective Covenants is contained in an instrument duly executed, acknowledged and recorded in Book 1088, Page 219, Randolph County Registry, and that these Protective Covenants were executed and acknowledged under and by virtue of the authority given by said instrument, granting the power of attorney, and that the said H. Wade Yates and Minnie W. Yates acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the above named parties.



Witness my hand and notarial seal, this 9th day of December, 1985.

Ann T. Jester (SEAL)
NOTARY PUBLIC

My com. expires:
Oct. 29-1990

NORTH CAROLINA
RANDOLPH COUNTY

I, Ann T. Jester, a Notary Public for said County and State, do hereby certify that H. Wade Yates and wife, Minnie W. Yates, personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants.

Witness my hand and notarial seal, this 9th day of December, 1985.

Ann T. Jester (SEAL)
NOTARY PUBLIC

My com. expires:
Oct. 29-1990

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Sandra S. Bullin N.P. of Randolph County, NC & Ann T. Jester Notary Public of Randolph County, NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1172 Page 890, This 9th day of December, 1985 at 4:37 o'clock P. M.

Annie Shaw, Register of Deeds

Dorinda Rhoads, Deputee Register of Deeds