

NORTH CAROLINA
RANDOLPH COUNTY

RESTRICTIVE COVENANTS
ARCHDALE INDUSTRIAL PARK-PHASE 2
BURGE PROPERTY
102+ Acres

KNOW ALL MEN BY THESE PRESENTS THAT J. L. DARR & SON, INC. are the owners of the above captioned subdivision by virtue of a Deed recorded in Book 1154, Page 316, of the Randolph County Registry and is the developer of said industrial subdivision in the City of Archdale, that the developer desires to provide a uniform scheme of development for said real property for the preservation of the neighborhood, to promote harmony with the present livability of the community in which the subdivision is located, 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. The restrictive covenants to run with the land are as follows:

1. This property shall be developed for industrial, commercial and street purposes only, and only industrial or commercial buildings shall be permitted to be constructed hereafter upon any lot in the subdivision, and no building shall cover more than sixty percent (60%) of the site or lot without the express written consent of the developer and all adjoining land owners, which consent shall not be lightly regarded and shall be given only in special instances involving problematic topography or hardship not created or contributed to, by the then owner of the site.

2. No mobile homes or trailers shall be permitted on any lot in the subdivision, except as construction headquarters for a reasonable construction term only.

3. No obnoxious, noxious or offensive activities that might become an annoyance to the neighborhood shall be permitted upon any lot.

4. No site shall be used for storage purposes, except that building materials to be used in the construction of a building upon a particular lot may be kept thereon for a period not to exceed ten (10) months, and all other storage shall be within buildings or appropriately screened from view from all adjacent properties.

5. All building plans must be submitted to the developer for written approval prior to commencing construction. Plans submitted to the developer shall include, but not be limited to, the following:

(a) Site plan showing the following:

- (i) Location of building on property
- (ii) Approximate finish grades and elevations
- (iii) Drives, parking lots and truck docks
- (iv) Landscape areas
- (v) Drainage
- (vi) Areas of future expansion
- (vii) Utility connections
- (viii) Fencing (if any)

(b) Floor plan showing the following:

- (i) Manufacturing areas
- (ii) Warehouse areas
- (iii) Office areas
- (iv) Restroom areas
- (v) Showroom areas

(c) Elevations showing the following:

- (i) North, south, east and west sides of building
- (ii) Wall heights and type wall materials to be used
- (iii) All door and window locations

(d) Typical cross section of building designation the wall roof framing.

The developer shall have not less than fifteen (15) days after submission of the foregoing plans to consider the same and shall base its decision as to the suitability of the plans upon the general effect of the proposed plans in conjunction with the topography of the site, harmony with the general surroundings and other buildings on adjacent lands both in and adjacent to the subdivision, provisions for neatness of appearance including provisions for parking, screening possibly unsightly areas, and particularly harmony of the site plan with nearby properties.

6. All buildings constructed in this subdivision during the continuance of these restrictive covenants shall conform to the following provisions:

- (a) Structure - Any type permitted by the North Carolina Building Code is permissible but must be certified by a North Carolina registered architect or structural engineer, but structures shall be so located upon the site and so designed as to harmonize with other buildings in the subdivision.

- (b) Permanent walls shall consist of at least eight (8) feet in height hard wall construction. Decorative panels may be used above the hard wall. Hard wall shall consist of one of the following:
- (i) Brick
 - (ii) Concrete
 - (iii) Solite block with stucco face
 - (iv) Decorative factory colored masonry units
- (c) Temporary walls shall be used only where future expansion is anticipated and shall consist of the following:
- (i) Any of the hard walls listed above
 - (ii) Factory pre-finished metal wall panels
 - (iii) Any decorative wall panel that matches the permanent walls
 - (iv) Solite masonry units painted to blend with the permanent walls
- (d) Foundations - shall be installed in accordance with plans designed by an architect or structural engineer specifically for the building being constructed. Foundation design must conform to the specific site conditions. General details exclusive of site conditions will not be permitted.
- (e) Loading docks - shall not face the street side of the building unless approved by the developer.

7. Landscaping - All areas of property not used for drives, parking and building shall be landscaped at the completion of construction and maintained in an attractive condition thereafter.

8. Buildings in the subdivision shall conform to the North Carolina State Building Code. The total area of the structures shall not exceed sixty percent (60%) of the site size.

9. Drainage - Provisions for site drainage shall be provided to minimize erosion. Where concentrated areas of drainage from one property to another exists, the property owner shall provide rip-rap to minimize the force of flow on to the adjoining property. Where possible, drainage should be directed toward the street.

10. Signs - It is encouraged that all signs be manufactured and installed by professional sign companies. The following type signs will not be permitted:

- (a) Mobil signs on trailers
- (b) Painted signs on any building wall
- (c) Billboard type signs which extend higher than six (6) feet.
- (d) Any sign that detracts from the value of any property.

1. These Restrictive Covenants may be amended or repealed, in whole or in part, only by written consent of the owners of sixty percent (60%) or more of the land area exclusive of street rights of way of the land described in Book 1154 page 316 of the Randolph County Registry

THESE RESTRICTIVE COVENANTS shall exist and continue and run with with land for a term of twenty (20) 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 subsequent 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 J. L. DARR & SON, INC. has caused this instrument to be executed in its corporate name by its duly authorized corporate officers as of this 28 day of March, 1986.

J. L. DARR & SON, INC.

BY: [Signature]
PRESIDENT



ATTEST:

[Signature: Carol L. Darr]
SECRETARY

000304

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, a Notary Public in and for said County and State, do hereby certify that Carol L. Darr personally appeared before me this day and acknowledged that she is Secretary of J. L. DARR & SON, 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 herself as its Secretary.

WITNESS my hand and Notarial Seal, this the 28th day of March, 1986.

Janice Gearren (Clark)
NOTARY PUBLIC

My Commission Expires:

7-29-87

JANICE GEARREN
NOTARY PUBLIC
RANDOLPH COUNTY N.C.
MY COMMISSION EXPIRES 7-29-87

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Janice Gearren (Clark)

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 1177, Page 30C, This 28th day of March, 1986 at 3:00 o'clock P.M.

Annie Shaw, Register of Deeds

By Tom Callicott Deputy Register of Deeds