

KNOW ALL MEN BY THESE PRESENTS THAT R. DALE BRITT, C. D. CLODFELTER, DAVID L. MAYNARD, THE OWNERS AND DEVELOPERS OF THE SUBDIVISION KNOWN AS OAK FOREST, SECTION II, A MAP OR PLAT OF WHICH IS DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RANDOLPH COUNTY, NORTH CAROLINA, IN PLAT BOOK 26, AT PAGE 69, DO HEREBY COVENANT AND AGREE WITH ALL PERSONS, FIRMS, OR CORPORATIONS NOW OWNING OR HEREINAFTER ACQUIRING ANY PROPERTY IN SAID SUBDIVISION, THAT ALL LOTS IN SAID SUBDIVISION ARE HEREBY SUBJECT TO THE FOLLOWING RESTRICTIONS AS TO THE USE THEREOF.

THE RESTRICTIONS IMPOSED ARE AS FOLLOWS:

1. This property shall be used for residential purposes only;
2. Only single family dwellings shall be permitted;
3. No residence shall be built that shall contain less than 1,400 square feet of heated floor space exclusive of carports, porches and garages. In case of a residence of more than one story, the ground floor must contain a minimum of 600 square feet;
4. All construction plans of homes and other buildings, including set back lines for the front and side, must be submitted and approved by the developers of Oak Forest, Section II in writing prior to beginning of construction;
5. No structure shall be built with cement or concrete blocks left showing from the outside appearance;
6. No imitation brick siding shall be used, nor shall any asbestos shingles be used;
7. No mobile or trailer homes shall be permitted;
8. No shell homes, or homes of a temporary character shall be permitted;
9. All front porches or decking shall be underpinned with brick or foundation materials being used, front of house only;
10. No lot, or part of a lot shall be used as a street for access to property adjoining Oak Forest;
11. All drives shall be paved with either asphalt or concrete;
12. No junk cars shall be permitted on any lot, and during construction builders shall be responsible for proper removal of trash or waste so as not to encroach on adjoining properties or detract from the neighborhood.
13. No animals or livestock shall be kept on any lot except that domestic or household pets may be kept provided they are not raised or kept for commercial use;
14. All fences of any kind must be approved by the developers of Oak Forest, Section II;
15. No obnoxious or offensive affairs or activities that shall become an annoyance to the neighborhood shall be permitted;
16. All sewage disposal shall be made through the use of city sewage;
17. No lot shall be used for the purpose of raising a garden before or after the construction of the residence, except that after a residence has been built, a small garden for the purpose of raising vegetables not to be sold shall be allowed;

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18. No lot shall be used for the purpose of storage, except that building materials to be used in the construction of a residence for that particular lot may be kept for a period not to exceed six (6) months;
19. It is the intention of the owners and developers to prevent nonconforming and unsightly construction, the said owners and developers reserve the right to waive full and strict compliance with this restriction, provided, such waiver must be made in writing by the owners and developers, if in the opinion of the owners and developers, such construction would not detract from the appearance of the neighborhood; provided, further, that the owners and developers reserve the right to delegate this privilege and power to a successor by an instrument duly recorded in the Office of the Register of Deeds of Randolph County, North Carolina;
20. These covenants are to run with the land and shall be *binding on all parties and all persons claiming under* the maker hereof for a period of twenty-five (25) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for consecutive periods of ten (10) years each, unless an instrument signed by a majority of the owners of the lots shall be recorded agreeing to change said covenants in whole or in part;
21. These covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, to restrain said violation or to recover damages thereof; and any enforcement proceedings may be brought by the owner or owners of any lots, or group of lots;

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- 21. These covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, to restrain said violation or to recover damages thereof; and any enforcement proceedings may be brought by the owner or owners of any lots, or group of lots;
- 22. Invalidation of any one of these covenants or any part thereof, by judgment or Court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, R. DALE BRITT, C. D. CLODFELTER and DAVID L. MAYNARD have hereunto set their hands and seals, this the 24th day of April, 1986.

[Signature] (SEAL)
R. DALE BRITT

[Signature] (SEAL)
C. D. CLODFELTER

[Signature] (SEAL)
DAVID L. MAYNARD

NORTH CAROLINA
GUILFORD COUNTY

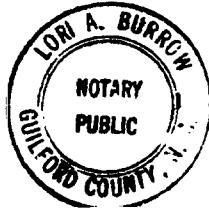
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I, Lori A. Burrow, a Notary Public of said County and State, do hereby certify that R. DALE BRITT, C. D. CLODFELTER and DAVID L. MAYNARD, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 24th day of April, 1986.

Lori A. Burrow
Notary Public

My Commission Expires:
My Commission Expires April 13, 1991



NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of

Lori A. Burrow

Notary Public of

Guilford County

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1178
Page 656 This 24 day of April, 1986 at 12:00 o'clock P.M.

Annie Shaw, Register of Deeds

By [Signature] Register of Deeds