

Paul J. Trolling  
200 West St Asheville, NC

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NORTH CAROLINA  
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

THESE RESTRICTIONS, made this 14th day of January, 1987, by and between Trolling Investment Company, a North Carolina corporation with its principal office and place of business in Asheville, North Carolina;

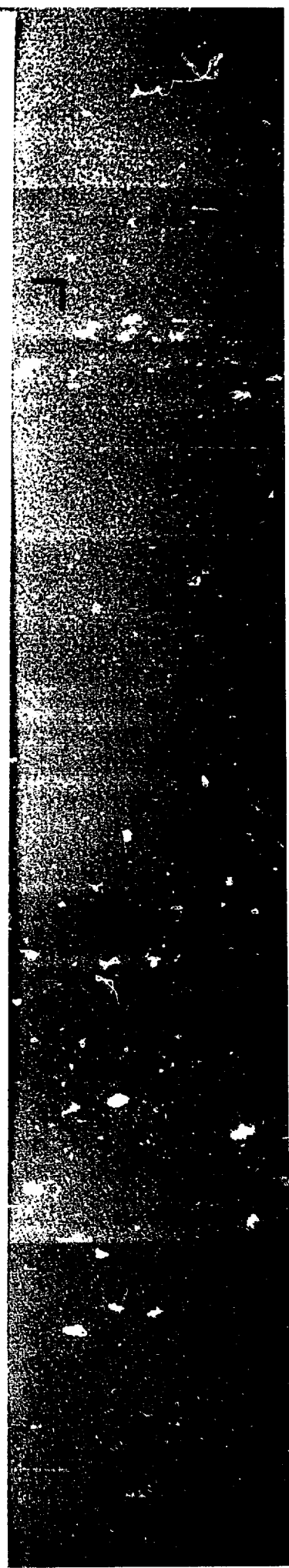
W I T N E S S E T H:

THAT WHEREAS, Trolling Investment Company is the owner and developer of a certain parcel of land in Randleman Township, Randolph County, North Carolina, described in deed in Book 1062, Page 1186, Randolph County Registry a portion of which has been platted into a subdivision known as Dayspring Subdivision, Section 2, consisting of Lots Nos. 22 through 38, said subdivision has been prepared by Steven Brown, Surveyor, and has been recorded in Plat Book 27, Page 66, Randolph County Registry on January 9th, 1987.

The owner-developer intends to develop the remaining portion of said property, some of which may be developed into subdivisions or for other purposes as determined by the owner-developer at a later date. These restrictions apply only to Section 2 of Dayspring Subdivision as recorded and specifically do not apply to the remainder of the property described in the deed in Book 1062, Page 1186, which the owner-developer may develop in its discretion for single family dwellings or for multiple family dwellings or for such other use as the developer in its discretion determines is in the best interest of the developer.

The lots referred to above in Dayspring Subdivision, Section 2, are subject to the following declaration as to limitations, restrictions and uses, to which all the lots in Section 2 and not otherwise of Dayspring Subdivision may be put, hereby specify that said restrictions constitute covenants to run with the lots in subdivision and shall be binding on all parties, corporations, and all persons or firms claiming

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under them and for the benefit and limitations upon all future owners of lots in said subdivision, this declaration of restriction being designated for the purpose of keeping said lots in said subdivision desirable, uniform and suitable in architectural design, and to insure the use of said lots for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, 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 site than is necessary to insure the same advantages to the other lot owners. Anything to detract from the attractiveness and value of the property for residential purposes will not be permitted.

The restrictions hereby imposed are as follows:

1. This property shall be used for single family residential purposes only.
2. The ground floor of a dwelling, exclusive of one story open porches and garages, shall not be less than 1000 square feet of heated area, above ground, for a one story dwelling and not less than 700 square feet, above ground, for a dwelling of more than one story, and in no event shall the total heated area be less than 1000 square feet.
3. No building shall be located on any lot nearer the front lot line or nearer to the side street line than the minimum building setback line as shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line except that a 5 foot side yard shall be required for garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building. Provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot nor violate any of the zoning requirements of the Town of Randleman.
4. No dwelling shall be erected on any lot having a land area of less than 15,000 square feet.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

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6. 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 residential purposes, or the neighborhood wherein said premises are situated.

7. No single or double-wide mobile homes (whether on permanent foundation or not), house trailers, shell homes, or modular homes, including any home which is manufactured and has either a certificate of origin or a title, shall be permitted on any portion of the subdivision.

8. No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences. No previously occupied home may be moved to and set upon any lot.

9. There shall be no junk vehicles kept on the premises, no travel trailers or trailers designed for sleeping shall be parked on said premises closer to the street upon which the residence fronts than 75 feet.

10. No cattle, swine, fowl, goat or other livestock shall be kept and maintained on said premises.

11. Foundation walls shall not have any exposed concrete blocks. Provided, however, concrete block may be used if they are given treatment and filled in such fashion that they no longer resemble concrete blocks.

Said covenant shall be binding upon the present owners-developers, their successors, heirs, and assigns and shall be covenants running with the land and binding on all future owners. These restrictive covenants shall be in full force and effect for the period of time ending June 1, 2010.

IN WITNESS WHEREOF, Trollinger Investment Company has caused this document to be signed in its name by its President and attested by its Secretary, all with corporate authority duly given, the day and year first above written.

TROLLINGER INVESTMENT COMPANY

By Paul A. Trollinger  
President

ATTEST:

H. P. Trollinger, Jr.  
Secretary

NORTH CAROLINA  
RANDOLPH COUNTY

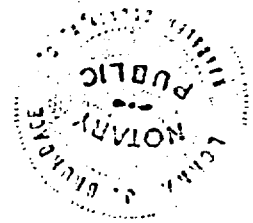
This 27 day of January, 1987, personally came before me, Paul H. Trollinger, who being by me duly sworn, says that he is the president of Trollinger Investment Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company and that said writing was signed and sealed by him, in behalf of said Company, by its authority duly given. And the said Paul H. Trollinger acknowledged the said writing to be the act and deed of said Company.

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Witness my hand and seal this 27 day of January, 1987.

Lerna D. Brundage  
Notary Public

My commission expires: 5-30-88



NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Lerna D. Brundage

Notary Public of

Randolph County NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office - Book 193  
Page 1348, This 27 day of January, 1987 at 4:05 o'clock P. M.

Ann Shaw, Register of Deeds

By Elizabeth Sherry Aust Register of Deeds