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NORTH CAROLINA
RESTRICTIVE COVENANTS
RANDOLPH COUNTY

Martin B. Kearns and wife, Susan A. Kearns, both of Asheboro, Randolph County, North Carolina, first being duly sworn, say they are the owners and developers of a certain parcel of land in Randleman Township, Randolph County, North Carolina;

W I T N E S S E T H:

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THAT WHEREAS, Martin B. Kearns and wife, Susan A. Kearns are the owners and developers of a certain parcel of land in Randleman Township, Randolph County, North Carolina, which has been platted into a subdivision known as Hammond Place, consisting of Lots. Nos. 1 through 6, and is recorded in Plat Book 27, Page 69, Randolph County Registry.

The lots referred to above in Hammond Place are subject to the following declaration as to limitations, restrictions and uses, and the developers 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 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 tending 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 dwellings only.
2. The ground floor of a dwelling, exclusive of one story open porches and garages, shall not be less than 1100 square feet of heated area, above ground, for a one story dwelling and not less than 900 square feet, above ground, for a dwelling of more than one story, and in no event shall the total heated area be less than 1100 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 this 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.
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.

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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 covenants 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, Martin B. Kearns and wife, Susan A. Kearns, have hereunto set their hands and seals this 12th day of February, 1987.

Martin B. Kearns (SEAL)
Martin B. Kearns
Susan A. Kearns (SEAL)
Susan A. Kearns

Sworn to and subscribed before me this 12th day of February, 1987.

My commission expires: 1/24/90 Mary H. Edwards
Notary Public

NORTH CAROLINA -- Randolph County
The foregoing certificate(s) of

Mary H. Edwards

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 1194, Page 1252 This 13th day of February, 1987 at 7:42 o'clock A.M.

App Show, Register of Deeds

Fran Calvert, Deputy Register of Deeds