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NORTH CAROLINA COUNTY OF GUILFORD

KNOWN ALL MEN BY THESE PRESENTS that Deerfield South Associates a North Carolina general partnership with its principal office and place of business in Greensboro, North Carolina, does hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in Section 1 of Deerfield South Level Cross Township, Randolph County, North Carolina, as shown by plat recorded in Plat Book 27 page 34, in the Office of the Register of Deeds of Randolph, County, North Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

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1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential, street, and park purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars except that a utility tool building may be placed on a lot if located at least 20 feet behind the rear of the principal dwelling and if plans and specifications of said building are approved prior to locating thereon by Deerfield South Associates.

No satellite dish, microwave, short wave, or other exterior antennae of any kind shall be placed on any lot or dwelling thereon without the prior written consent of Deerfield South Associates. No unlicensed, disabled or junk automobiles or other unsightly apparatus shall be allowed to remain on any lot.

2. DWELLING SIZE: No dwelling shall be permitted, costing less than \$25,000.00 based on current building costs and having a ground area of the main structure, exclusive of one-story open porches and garages of less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story, including "split-level" dwellings.

3. BUILDING SETBACK: No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet to the front line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that no yard shall be required for a separate garage not attached to the house. For the purpose of this covenant, eaves, steps, and porches and carports shall not be considered as part of a building, provided; however, that this shall not be construed to permit any portion of building on lot to encroach upon another lot. Deviations from building line restrictions not in excess of 10% shall not be construed as a violation of these covenants.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width at the building line of less than 100 feet nor shall any dwelling be erected or placed on any lot having an area of less than 40,000 square feet, except that this provision shall not prevent a dwelling from being erected on any lot shown on the recorded plat as approved for well and septic tank.

5. EASEMENTS: 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 every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a

public authority or utility company is responsible. Deerfield South Associates reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

6. **WAIVER OF UNINTENTIONAL VIOLATION:** Deerfield South Associates may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing provided that if the unintentional violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

7. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No animals shall be kept on any lot or within any dwelling or other structure thereon except household pets which shall be limited in number to three and all such household pets shall be at all times restrained either within adequate fencing or on a leash and shall not be allowed to roam free.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

10. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

11. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.

IN WITNESS WHEREOF, Deerfield South Associates has caused this deed to be signed by its managing partners this 19<sup>th</sup> day of November, 1986.

Deerfield South Associates a North Carolina General Partnership

*Ellison, Inc.*

BY: *John A. Ellison, Sr.* BY: *B. J. Lawrence*  
Managing Partner Managing Partner

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11. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.

IN WITNESS WHEREOF, Deerfield South Associates has caused this deed to be signed by its managing partners this 19<sup>th</sup> day of November, 1986.

Deerfield South Associates a North Carolina General Partnership

Elvisor, Inc.  
BY: Joe A. Ellison, Sr. BY: B. J. Lawrence  
Managing Partner Managing Partner

STATE OF NORTH CAROLINA-COUNTY OF GUILFORD

I, Marceline A. Evans, a Notary Public of said State and County, do hereby certify that Joe A. Ellison and B. J. Lawrence the managing general partners of Deerfield South Associates, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 19<sup>th</sup> day of November, 1986.

Marceline A. Evans  
Notary Public  
My Commission Expires: 2-27-87

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NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Marceline A. Evans  
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 1731 This 19<sup>th</sup> day of February, 1987 at 11:09 o'clock A M.

Ann Shaw, Register of Deeds  
by Pam Callicott, Deputy Register of Deeds