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Prepared by owners.

mail - Barbara Coltrane
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STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS, made this the 29th day of January 1987, by WILLIAM T. BOYD and wife, SHIRLEY C. BOYD, BARBARA S. COLTRANE; and CLYDE T. SHAW and wife, ANNIE C. SHAW all of Randolph County North Carolina;

WITNESSETH

That William T. Boyd and wife, Shirley C. Boyd; Barbara S. Coltrane and Clyde T. Shaw and wife, Annie C. Shaw are the owners-developers of that certain real property in Cedar Grove Township, Randolph County, North Carolina, and now duly platted as Oak Hollow West, Section 3, which said plat is now recorded in the office of the Register of Deeds of Randolph County, North Carolina in Plat Book 27, page 71.

That the owners-developers hereby make the following declaration as to limitations, restrictions and uses to which all lots in said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with the lots in said subdivision and shall be binding on all parties, corporations, and all persons or firms claiming under them and for the benefit of and limitations upon all future owners of lots in said subdivision, this declaration of restrictions 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 undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

The Protective Covenants are as herein specified:

1. The property shall be used for residential purposes only, and any residence so erected shall contain a minimum of 1500 square feet of heated living area. Provided that if the total area under roof is 1800 square feet then the minimum heated living area may be reduced to a minimum of 1200 square feet. Only the heated living area on the main level of a ranch house with a basement will be counted. The main level of a one and a half story, a two story, a split foyer, and the main and upper level combined of a split level house shall have at least 800 square feet of heated living area.
2. All houses shall be built at least 30 feet from the front property line and at least 10 feet from the side property line.
3. No cattle, swine, fowl, goat, or other livestock (except horses or ponies) shall be kept and maintained on said premises.
4. No single or double-wide mobile homes (whether on permanent foundation or not), house trailers, or shell homes shall be permitted on any portion of the subdivision.
5. No metal fence can be located closer to the road than the front building line of the residence.
6. Foundation walls shall not have any exposed concrete blocks.
7. No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences.
8. No signboard of any description shall be displayed on any residential lot with the exception of a sign "For Sale" or "For Rent" which signs shall not exceed two feet by three feet except development signs.

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- 9. 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 residence purposes, or the neighborhood wherein said premises are situated.
- 10. All detached buildings must be approved by the owners-developers.
- 11. There shall be no junk vehicles kept on the premises.
- 12. The owners-developers herein retain the right to modify, change or delete any or all of the above restrictions.

" The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer."

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 January 1, 2005.

IN WITNESS WHEREOF, William T. Boyd and wife, Shirley C. Boyd, Barbara S. Coltrane and Clyde T. Shaw and wife, Annie C. Shaw have executed these Restrictive Covenants the day and year first above written.

William T. Boyd (SEAL)
Shirley C. Boyd (SEAL)
Annie C. Shaw (SEAL)
Clyde T. Shaw (SEAL)
Barbara S. Coltrane (SEAL)

STATE OF NORTH CAROLINA
 COUNTY OF RANDOLPH

I, Ana Shaw a Notary Public of said county and state aforesaid, do hereby certify that William T. Boyd and wife, Shirley C. Boyd, Barbara S. Coltrane and Clyde T. Shaw and wife Annie C. Shaw personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes therein expressed.

U B L V WITNESS my hand and notarial seal, this the 29th day of January 1987

Ana Shaw
 Notary Public

My commission expires: 10-21-87

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Ana Shaw Notary Public of

Cherokee Co, NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1194, Page 18, This 2 day of February, 1987 at 10:58 o'clock A. M.

Ana Shaw, Register of Deeds
Pam Calicutt, Deputy Register of Deeds