

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS, made this the 26<sup>th</sup> day of March, 1987, by DONALD W. LANIER and wife, CHERYL K. LANIER; and RICHARD D. SINGLETARY and wife, KAY B. SINGLETARY, all of Randolph County, North Carolina;

WITNESSETH:

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THAT Donald W. Lanier and wife, Cheryl K. Lanier; and Richard D. Singletary and wife, Kay B. Singletary, are the owners-developers of the certain real property located in Franklinville Township, Randolph County, North Carolina, and now duly platted as BUSH CREEK SUBDIVISION, which said plat is recorded in the office of the Register of Deeds of Randolph County, North Carolina, in Plat Book 27, at Page 85; and

THAT the owners-developers hereby make the following declaration as to limitation, 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 subdivisions desirable, uniform and suitable in architectural design, and to insure the use of said lot 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 site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes shall not be permitted.

The Protective Covenants are as herein specified:

1. The property shall be used for residential purposes only and any residences so erected shall contain a minimum of 700 square feet of heated living area.
2. Single-wide mobile homes, double-wide mobile homes or pre-manufactured housing will be allowed if it complies with the minimum square feet stated in Item 1 above.
3. All houses shall be built and all mobile homes or pre-manufactured homes shall be located at least fifty (50) feet from the front property line and at least ten (10) feet from the side property line.
4. No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any of the lots in said subdivision, nor shall said lots in any way be used for other than strictly residential purposes.
5. No swine, chickens, cattle, fowl, goats, or other livestock shall be kept or maintained upon the premises for commercial purposes. It shall be permissible to keep up to three swine, three cows, three goats, or three or any other livestock, and keep up to fifteen chickens for domestic purposes.
6. No apartment or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences, and no more than one dwelling shall be placed in each lot.

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7. No sign board of any description shall be displayed on any residential lot with the exception of a sign "For Sale" or "For Rent", which sign shall not exceed two feet by three feet except development signs.

8. No nuisance, or offensive, noisy, or illegal trade, calling, or transaction 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 or the adjoining or adjacent premises for residential purposes, or the neighborhood wherein said premises are situated.

9. There shall be no junk vehicles kept on the premises.

10. The owners-developers herein retain the right to modify, change or delete any or all of the above restrictions.

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, 2006.

IN WITNESS WHEREOF, Donald W. Lanier and wife, Cheryl K. Lanier; and Richard D. Singletary and wife, Kay B. Singletary have hereunto set their hands and seals to these Restrictive Covenants as of the day and year first above written.

Donald W. Lanier (SEAL)  
Donald W. Lanier

Cheryl K. Lanier (SEAL)  
Cheryl K. Lanier

Richard D. Singletary (SEAL)  
Richard D. Singletary

Kay B. Singletary (SEAL)  
Kay B. Singletary

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

Ann T. Jester, a Notary Public in and for said County and State aforesaid, do hereby certify the Donald W. Lanier and wife, Cheryl K. Lanier; and Richard D. Singletary and wife, Kay B. Singletary, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 26<sup>th</sup> day of March, 1987.

My Commission Expires:  
Oct 24-1990

Ann T. Jester (SEAL)  
Notary Public

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

Ann T. Jester

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 1197  
Page 119, This 26<sup>th</sup> day of March, 1987 at 3:45 o'clock P. M.

Ann. Shaw, Register of Deeds  
By Pam Callicott, Deputy Register of Deeds

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