

Prepared by John Haworth, Attorney  
Mail to: John Haworth, Post Office Box 109, High Point, NC 27261 950

NORTH CAROLINA  
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

HOMEWOOD ACRES - SECTION FIVE

KNOW ALL MEN BY THESE PRESENTS that CARL S. WOOD and MOZELLE VIRGINIA WOOD are the owners of the above captioned subdivision by virtue of a Deed recorded in Book 757, Page 566, of the Randolph County Registry and are the developers of said subdivision; that the developers desire to provide a uniform scheme of development for said real property for the preservation of the neighborhood and the orderly development of the subdivision for the mutual benefit of all land owners therein, both now and in the future; and pursuant to the scheme of development, the developers do hereby set forth the following restrictive covenants applicable to the land located in Tabernacle Township, Randolph County, North Carolina, more particularly described as follows:

BEGINNING at an iron pin in the center of Finch Farm Road, corner of Section 3, Homewood Acres, according to the plat recorded in Plat Book 25, Page 35, Randolph County Registry; running thence along the northern margin of Homewood Acres, Section 3, North 87 deg. 37 min. 35 sec. West 1531.69 feet to an iron pin, Kearns' corner; thence along Kearns' line the following courses and distances: North 84 deg. 48 min. West 335 feet to an iron pin, North 84 deg. 54 min. West 182.73 feet to an iron pin, North 84 deg. 51 min. West 238.05 feet to an iron pin, North 83 deg. 40 min. West 147.58 feet to an iron pin, North 84 deg. 9 min. West 219.05 feet to an iron pin and North 84 deg. 7 min. West 203.50 feet to an iron pin in Kearns' line; thence along the lines of Kearns and Dennis, North 86 deg. 36 min. West 309.25 feet to a stake and stone, corner of Parrish and Dennis; thence along the line of Parrish, North 3 deg. 22 min. East 1684.72 feet to an iron pin in Stone Pile corner of Parrish and Midaway; thence along the line of Midaway the following courses and distances: South 85 deg. 20 min. East 255.25 feet to an iron pin, South 85 deg. 8 min. East 727.78 feet to an iron pin, North 82 deg. 30 min. East 429.24 feet to an iron pin, North 81 deg. 35 min. East 139.60 feet to an concrete monument, South 11 deg. 2 min. East 200.35 feet to an iron pin, South 10 deg. 53 min. East 100 feet to an iron pin, South 10 deg. 57 min. East 259.80 feet to a concrete monument, South 15 deg. 38 min. East 380.24 feet to an iron pin, South 14 deg. 49 min. East 122.20 feet to a concrete monument, South 87 deg. 29 min. East 214.60 feet to an iron pin, South 86 deg. 52 min. East 200 feet to an iron pin,

001500

South 87 deg. 36 min. East 398.93 feet to a concrete monument, corner of Hidaway and Baker; thence along Baker's line the following courses and distances: South 23 deg. 32 min. West 14.90 feet to an iron pin, South 1 deg. 49 min. West 171.70 feet to an iron pin, South 2 deg. 20 min. West 200.20 feet to a concrete monument, South 86 deg. 24 min. East 457.66 feet to an iron pin, South 86 deg. 30 min. East 199.70 feet to a concrete monument, North 86 deg. 5 min. West 28.50 feet to a point in the center of Finch Farm Road; thence along the center of Finch Farm Road the following courses and distances: South 4 deg. 36 min. 4 sec. West 184.22 feet to an iron pin and South 4 deg. 54 min. 37 sec. West 215.78 feet to the point and place of BEGINNING, the same containing 90.1 acres, more or less, and being shown as Section Five of Homewood Acres on the plat prepared by Steven D. Brown, R.L.S., dated May 2, 1986, property of Carl S. Wood to which reference is made for further description.

These Restrictive Covenants shall run with the land and are as follows:

1. THIS PROPERTY shall be used for residential purposes only but this restriction shall not preclude incidental non-commercial uses such as gardening, farming, maintaining pasture and orchards, maintaining lakes or ponds, fishing and other recreational activities.
2. NO LOT shall be resubdivided to a size of less than three acres. All resubdivided lots shall be subject to all other restrictive covenants contained in this instrument.
3. NO RESIDENCE shall be built in this subdivision that shall contain less than 1,200 square feet of heated floor space, exclusive of carports, porches and garages, except that in any residence of more than one story, the ground level of such residence shall contain a minimum of 600 square feet exclusive of carports, porches and garages.
4. NO STRUCTURE shall be built leaving cement or concrete blocks, asbestos shingles, imitation brick siding nor roll-type siding visible from any road serving or abutting the lot upon which such structure is erected.
5. NO MOBILE homes or trailer homes shall be permitted on any lot in the subdivision, but recreational vehicles owned by the occupant of a complying residence upon any lot may be parked upon his or her premises. No such recreational vehicle shall be used as living quarters upon the premises.
6. NO HOME of a temporary character, such as a basement only or tent, and no unfinished shell home shall be permitted upon any lot.

7. NO JUNK automobiles, trucks or other motor vehicles shall be stored or permitted to remain on any lot. No lot shall be used for the storage, commercial repair or sale of new or used automobiles, motorcycles, trucks or other motor vehicles.

8. NO OBNOXIOUS, noxious or offensive activities that are or might become an annoyance to the neighborhood shall be permitted upon any lot.

9. WITH THE exception of fences, no building or structure shall be located within 50 feet of any road right of way nor within 25 feet of any side or rear lot line.

10. NO LOT shall be used for storage purposes, except that building materials to be used in the construction of a residence or other permitted structure upon a particular lot may be kept thereon for a period not to exceed six months.

THESE RESTRICTIVE COVENANTS shall exist and continue and run with the land for a term of ten years from the date hereof at which time the restrictions shall expire, unless renewed by written agreement and consent of the owner or owners of 80% or more of the total lots in the subdivision. Subsequent renewals shall be for a term of ten years each. To be effective such written consent and agreement shall be recorded in the Office of the Register of Deeds of Randolph County on or before the expiration of the next preceding term of these Restrictive Covenants.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this the 15th day of April, 1987.

Carl S. Wood (SEAL)  
CARL S. WOOD

Mozelle Virginia D. Wood (SEAL)  
MOZELLE VIRGINIA WOOD

001553

\*\*\*\*\*

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, a Notary Public, do hereby certify that CARL S. WOOD and MOZELLE VIRGINIA WOOD personally appeared before me this day and acknowledged the execution of the foregoing Restrictive Covenants for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 16th day of April, 1987.

M. JANE DAVIS  
NOTARY PUBLIC  
GUILFORD COUNTY, N. C.  
My Commission Expires 7-16-87

M. Jane Davis  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-16-89

001551

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of M. Jane Davis

Notary Public of

Guilford County

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1198

Page 1551, This 22 day of April, 1987 at 1:07 o'clock P. M.

Ann Shaw, Register of Deeds

By Debbie Hallow, Deputy Register of Deeds