

NORTH CAROLINA

DECLARATION OF RESTRICTIVE

RANDOLPH COUNTY

COVENANTS OF FORESTDALE SOUTH, SECTION TWO

KNOW ALL MEN BY THESE PRESENTS that Walter G. Sink and wife, Lois R. Sink, do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring lots in the development known as "FORESTDALE SOUTH", Section Two, as shown on a plat as recorded in Plat Book 28, at Page 13, in the Office of the Register of Deeds of Randolph County, North Carolina, the said lots being now owned by Walter G. Sink and wife, Lois R. Sink, (hereinafter referred to as OWNERS). That all such lots are hereby subjected to the following restrictions as to the use thereof, the said restrictions being appurtenant to and running with the said land by whomsoever owned. These restrictions shall apply to each and every lot as shown upon the said plat:

1. All lots shall be used for residential purposes only. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling and customary accessory buildings used in connection therewith for customary uses of a residential lot.

2. No lot as shown on the plat to be recorded shall be subdivided except that two lot owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot.

3. No single-family dwelling shall be built, erected or used unless it shall contain at least 1500 square feet of floor space if the structure is a one-story building, or at least 1500 square feet of floor space if the building shall be in excess of one story. Split level or split foyer dwellings shall contain at least 1500 square feet of floor space. The floor space herein referred to shall be exclusive of porches, garages, breezeways, terraces and basement areas.

4. No building or part of a building other than steps, open porches, overhanging eaves or cornices shall extend nearer to the front property line than 35 feet, except that in the case of a corner lot any building may be placed within 25 feet of the side street property line, with the exception Lot 23, on which Lot any buildings may be placed within eight feet from the west side line.

5. Every building erected on the properties shown on the plat shall have two side yards with a total footage of not less than fifty feet and in no case shall the width of either side yard be less than ten feet. The ten feet side line restriction shall not be construed as to result in a violation of the side line restriction in the event a building is located within 20 feet of the side lines of the lots shown on the aforesaid map, if, by re-subdivision, new side lines fall outside the restricted area.

6. All detached private garages or other outbuildings shall be erected at least fifty feet from the front property line.

7. Until such time as a county sewage system is available, sewage disposal shall be only by septic tank to meet and comply with the regulations of the North Carolina Board of Health.

8. No swine, chickens, fowl or other livestock shall be kept on the premises. Household pets may be kept for noncommercial purposes on the property described on the plat if they are properly confined and do not constitute a nuisance.

9. No portion of any building erected on this property shall have exposed concrete blocks on the exterior except those concrete blocks which have been fully plastered on the face of said blocks.

10. All fuel tanks must be placed underground.

11. No previously built house or building may be moved from another location and placed on any lot in this subdivision. It being specifically required that any dwelling house built in this subdivision shall be of new construction and constructed on the premises. This provision does not restrict the construction of a factory made home that is otherwise in compliance with these restrictions.

12. No housetrailer of any type nor any modular type houses or buildings shall be permitted to be placed on any of the subdivision lots. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other such building shall be allowed on any lot.

13. All home or building construction placed on the lots shall be upon solid foundations.

14. No house or accessory structure shall have imitation siding of any description.

15. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property which may be later conveyed shall be placed or otherwise installed on any lot or building in FORESTDALE SCOTT, SECTION TWO.

16. Adequate off street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner and owners of building sites agree not to park their automobiles on the streets in the subdivision.

17. No street shall be laid out or opened across or through any of said lots except as such streets may now appear on the

plat for this subdivision; however, this provision shall not be construed to prohibit the extensions of streets as they presently exist on said plat.

18. No alley, street, roadway or cartway shall be cut through or dedicated over any lot in this subdivision for the use of the public or of land owners adjoining this subdivision.

19. These covenants and restrictions are to run with the land and shall be binding on the parties herein and all persons, firms and corporations purchasing lots in said subdivision and those claiming under them until June 4, 1997, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants and restrictions in whole or part.

20. Easements for installation and maintenance of utilities including (but not limited to) storm drains, sanitary sewers, electrical, water and telephone, are reserved over the rear ten feet and five feet along the side lines of each lot and such other drainage or utility easements as may be shown on the plat of this subdivision as above referred to.

21. Notwithstanding anything herein to the contrary, any one or more restrictions herein may be waived, upon written request, as to any lot or lots within five years from the date of this agreement by the subdividers, their heirs and assigns, by a duly executed waiver recorded in the Office of the Register of Deeds of Randolph County, North Carolina, as a result of the affirmative vote of the owners of the majority of the lots in said subdivision.

22. It is expressly understood and agreed that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for the grantors, their heirs and assigns, but also for the owner or owners of any lot or lots in FORESTDALE SOUTH, SECTION TWO, deriving title from or through grantors, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

PROVIDED, Further, that in the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason by any court or competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, or restrictions not so declared to be void but all the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full

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force and effect.

IN TESTIMONY WHEREOF, said parties herein named have hereto set their hands and seal this the 10th day of June, 1987.

Walter G. Sink  
WALTER G. SINK

Lois R. Sink  
LOIS R. SINK

NORTH CAROLINA

DAVIDSON COUNTY

I, Debra C. Teague, Notary Public of said county and state do hereby certify that Walter G. Sink and wife, Lois R. Sink, personally appeared before me this day and acknowledged the execution of the foregoing Declaration of Restrictive Covenants.

Witness my hand and notarial seal, this 10th day of June,

Debra C. Teague  
NOTARY PUBLIC

My Commission Expires: 7/14/91



01.1034

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of

Debra C. Teague

Notary Public of

Davidson County

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1202, Page 31, This 10 day of June, 1987 at 11:34 o'clock A.M.

Ann Shaw, Register of Deeds

Debbie Green, Deputy Register of Deeds