

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF RANDOLPH

Phillip R. Craven and wife, Karen C. Craven; S. Neal Craven and wife, Aretta S. Craven; and Bobby L. McDuffie and wife, Clara V. McDuffie, first being duly sworn, depose and say:

(1) That they are citizens and residents of Randolph County, North Carolina, and are the owners of a tract or parcel of land located in Grant Township, Randolph County, North Carolina, which has been subdivided, a plat of said subdivision being entitled "Farlow Park, Section No. 1" and being recorded in the Randolph County Registry.

(2) That the said owners, in order to promote a well classified and regulated residential subdivision, do hereby place upon said property the following restrictive covenants:

- (a) This property shall be for residential uses only. All residences thereon shall consist of at least four (4) rooms, plus one (1) bath and shall have a minimum of one thousand (1,000) square feet of enclosed floor space, exclusive of breezeways and garages.
- (b) All residences shall be constructed at least thirty feet from the front property lines, at least ten (10) feet from the side property lines of the subdivision lots or any division of the said lots and at least twenty (20) feet from the back property lines.
- (c) No used lumber, second hand material or unsightly material shall be used in any construction on the property nor placed, stored, or used on said property.
- (d) All residences shall be single family dwellings. No apartment houses shall be erected or licensed to exist on the property.
- (e) No house trailer or manufactured home, less than twelve (12) feet in width or less than forty-eight (48) feet in length, nor any house trailer or manufactured home that is not in good repair or over ten years old shall be placed upon the property. This does not mean any home has to be removed when it becomes ten years old. No home manufactured prior to January 1, 1980 shall be placed or allowed to remain on any lot.
- (f) All house trailers and manufactured homes being placed on any lot must be on masonry foundations or have vinyl underpinning within ninety (90) days.
- (g) No junk motor vehicles or unlicensed motor vehicles shall be kept on any portion of the property or allowed to remain on any portion of the property.
- (h) All sewage disposal in connection with the use of the property shall be through the use of approved septic tanks, and sanitary arrangements must comply with local and state health ordinances, laws, and regulations.

001739

- (i) No poultry or swine shall be kept on or allowed to remain on the property, and no poultry or swine houses or facilities shall be constructed on or allowed to remain on the property. Lots in excess of 1.5 acres may have horses. This paragraph shall not apply to any lot or parcel of land in excess of five acres.
- (j) No offensive activity that may become a nuisance or annoyance to the neighborhood shall be conducted, allowed or maintained on the property.
- (k) Lake Use: The Developers may convey the lake and access and/or certain common areas to a homeowner's association which shall govern the use and cost of maintaining the lake. Until such time as a homeowner's association or some other comparable organization shall set and establish rules for the use of the lake, including the pro-rata share of maintaining the same which cost shall apply equally to the owner of each lot in this subdivision or any other subdivision having lake privileges in the lake, the following restrictions shall apply to the use thereof:
 - (1) No lot owner fronting the lake shall construct a pier which extends more than twenty feet into the lake.
 - (2) No guest may use the lake unless the lot owner or a member of such owner's immediate family is present.
 - (3) Any loading or unloading of boats must be done at the boat ramp.
 - (4) There will be no skiing on the lake.
 - (5) No boat shall be operated in excess of ten miles per hour.
 - (6) Any boat creating an excessive wake shall be asked to leave the lake and anyone violating these rules may have their rights of use of the lake suspended for ninety days.
 - (7) Reasonable monthly or annual charges may be made uniformly to all lot owners, subject to these restrictions for the use and maintenance and control of the lake.
 - (8) Any lot owner or guest must keep the lake clean and not throw trash or otherwise interfere with the beauty of the lake.
 - (9) No oil or other contaminants will at any time be placed in or near the lake.
- (l) The Developers own additional property adjoining the lake and/or out of the same tract from which this Section of the Subdivision is developed and the Developers's remaining land shall not be subject to these restrictions and may be restricted or not restricted in any fashion desired by the Developers. The Developers also own a tract of land containing 135 acres, more or less, adjoining the parcel of land from which this subdivision comes and they reserve the right to grant lake privileges to the owners of lots in the 135 acre parcel of land as

well as owners of other lots out of the base tract from which Farlow Park Section No. 1 is developed, which privileges and the use thereof, shall be subject to these restrictions regarding the use of the lake and which owners shall be required to pay any uniform monthly or annual charge imposed for the use and maintenance thereof.

This 9th day of ^{July}~~June~~, 1987.

Phillip R. Craven
Phillip R. Craven

Karen C. Craven
Karen C. Craven

S. Neal Craven
S. Neal Craven

Aretta S. Craven
Aretta S. Craven

Bobby L. McDuffie
Bobby L. McDuffie

Clara V. McDuffie
Clara V. McDuffie

NORTH CAROLINA

RANDOLPH COUNTY

I, Paul D. Gallimore, a Notary Public in and for said County and State, do hereby certify that Phillip Craven and wife, Karen C. Craven; S. Neal Craven and wife, Aretta S. Craven; and Bobby L. McDuffie and wife, Clara V. McDuffie personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 9 day of ^{July}~~June~~, 1987.

Paul D. Gallimore
Notary Public

My commission expires:

PAUL D. GALLIMORE
NOTARY PUBLIC
RANDOLPH COUNTY, N. C.
My Commission Expires 2-25-1992

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Paul D. Gallimore

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 1203
Page 1738 this 9th day of July, 1987 at 3:42 o'clock P.M.

Ann Shaw, Register of Deeds

By Pam Collicott, Deputy Register of Deeds