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NORTH CAROLINA

PROTECTIVE COVENANTS

RANDOLPH COUNTY

001637

Lucille S. Allred, Widow, and Charles R. Vuncannon and wife, Isla A. Vuncannon, the owners in fee simple and developers of the real property now duly platted as FARMWOOD, which said plat is now recorded in the office of the Register of Deeds of Randolph County, North Carolina, in Plat Book 27, Page 73, and Garland L. Bridgewater and wife, Kristie Ann K. Bridgewater 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 a limitations upon all future owners of lots in said subdivision. This declaration of restrictions is 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 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 residence purposes will not be permitted.

Garland L. Bridgewater and wife, Kristie Ann K. Bridgewater execute these Protective Covenants for reason that they are now the owners of Lot #3 of said subdivision.

The Protective Covenants are as herein specified:

1. All lavatories and/or toilets shall be built indoors and connected with outside septic tank until such time as a sewer system shall be maintained, at which time the purchaser, his successors or assigns, agrees to connect said premises therewith without delay.
2. Not more than one residence may be built on any one lot.
3. No manufacturing or commercial enterprise, or enterprises of any kind shall be maintained upon any of the lots in said subdivision, nor shall said lots in any way be used for other than strictly residential purposes.
4. No nuisance, or offensive, noisy, or illegal 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 of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated. No livery stable, barn, or stable whatsoever or public garage or filling station, shall or will be erected or

suffered or permitted to be erected on any part of the lands of this subdivision.

5. No horse, cow, hog, goat or similar animal shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon.

6. No billboards, sign boards or unsightly objects of any kind shall be maintained on said lands in this subdivision or any part thereof with the exception of a sign "For Sale" or "For Rent," which sign shall not exceed 2 feet by 3 feet, except development signs.

7. Nothing but a single, private dwelling or residence designed for the occupancy of one family, shall be erected on any lot in this subdivision, nor shall said premises be used for any purpose other than residential purposes; no condominiums will be permitted; no mobile homes will be permitted and no modular homes will be permitted.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; no unsightly garbage cans will be permitted.

9. No junk cars will be permitted upon any of the lands in this subdivision.

10. Any residence erected in the subdivision shall contain the following minimum square feet of heated living area exclusive of garage, porch, or carport areas: 1500 feet for one story residence, 1600 for one and one-half story residence and 1700 feet for two-story residence; provided further that any two story or one and one-half story residences shall have a minimum of 900 square feet of first floor heated living area. Provided further that all one-story residences shall have a minimum under roof of 1700 feet, one and one-half story residences a minimum under roof of 1200 feet, and two-story residences a minimum under roof of 1000 feet. Two copies of the proposed building plan shall be submitted to the developers who shall enter approval or rejection one copy of the building plans and shall return same to lot owner within ten (10) business days of delivery to developer. Developers shall keep one (1) copy of the plans for their records and for the purpose of determining if the building is accomplished according to the approved plans. No changes or alterations to the plan may be made without written approval of one of the developer. No residence shall be erected without the written approval of the developers; provided, however, that the requirement of this Paragraph 10, with respect to approval of building plans, shall cease when all lots in said subdivision have residences constructed thereon.

11. Detached garages for use appurtenant to the dwelling are permitted, provided that said garages are constructed of brick, framing or other materials comparable to that used in the dwelling, and provided specifically that no tin or metal garages shall be permitted.

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12. No outbuildings shall be allowed on the premises unless permitted by the developers.

13. All fuel oil tanks shall be buried and be beneath the surface of the ground.

14. No land owners in the tract shall maintain any offensive or dangerous pets.

15. The developers reserve the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of overhead electric cables and/or the installation of street lighting, which may require a continuing monthly payment to Carolina Power and Light Company by the owner of each building lot in the amount to be determined and charged by said company. All electric service to each house must be installed underground.

16. There shall be no cement or cinder blocks visible in any home or building erected on any lot.

17. All houses shall be built at least 60 feet from the front property line and at least 10 feet from the side property line.

18. All dwellings erected on said premises shall have full foundation walls.

The above restrictions are placed on the property and lots hereinabove specified and set forth as a part of the general scheme or plan of development for the benefit of all owners of property hereinabove specified and said covenants are and shall be binding upon all present and future owners of said land, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said property. These covenants shall be effective until July 1, 2017.

This the 23rd day of July, 1987.

Lucille S. Allred (SEAL)
Lucille S. Allred

Charles R. Vuncannon (SEAL)
Charles R. Vuncannon

Isla A. Vuncannon (SEAL)
Isla A. Vuncannon

Garland L. Bridgewater (SEAL)
Garland L. Bridgewater

Kristie Ann K. Bridgewater (SEAL)
Kristie Ann K. Bridgewater

NORTH CAROLINA
RANDOLPH COUNTY

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I, Ruby E. Cox, a Notary Public in and for said county and state, do hereby certify that Lucille S. Allred, Widow, Charles R. Vuncannon and wife, Isla A. Vuncannon, and Garland L. Bridgewater and wife, Kristie Ann R. Bridgewater personally appeared before me this day and acknowledged the execution of the foregoing Protective Covenanta.

This the 23rd day of July, 1987.

Ruby E. Cox
Notary Public

My commission expires:



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

Ruby E. Cox

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 1204
Page 1637, This 24 day of July, 1987 at 2:55 o'clock P M.

Ann Shaw, Register of Deeds

By Ann Shaw Register of Deeds