

North Carolina

Randolph County

BLANKET RESTRICTIVE COVENANTS COVERING  
THE USE OF PROPERTY LOCATED IN THE SUBDIVISION  
KNOWN AS "FINCH VILLAGE I" recorded in Plat  
Book 28 at Page 38 in the Office of the  
Register of Deeds for Randolph County.

001595

KNOW ALL MEN BY THESE PRESENTS: That Larry L. Lambeth and wife Peggy G. Lambeth, owners and developers of the Subdivision known as "FINCH VILLAGE I", a map of which is duly recorded in the Office of the Register of Deeds for Randolph County in Plat Book 28 at Page 38, do hereby covenant and agree with all other persons, firms or corporations now owning or hereafter acquiring any property in said subdivision, that all lots therein now owned by them are hereby subjected to the following restrictions as to the use thereof, running with said property by whomsoever owned, to-wit:

1. All lots in said subdivision shall be known, described and used as residential lots only. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage and other outbuildings incidental to the residential use of said lots; said garage and other outbuildings to be architecturally harmonious with the dwelling upon such lots.

2. No residence shall be built upon less than a minimum of 1 lot as set out on the plat heretofore referred to. No residence shall be built with less than 1500 square feet of floor space exclusive of carports, porches or garages. No one story residence shall be built that shall have less than 1500 square feet of floor space on the first floor, exclusive of carports, porches, or garages. No one and one-half story residence shall be built that shall have less than 900 square feet of floor space on the first floor, exclusive of carports, porches, or garages. No two story residence shall be built that shall have less than 800 square feet of floor space on the first floor, exclusive of carports, porches, or garages.

3. There shall be no junk automobiles allowed on the property.

4. There shall be no house trailers, mobile homes or manufactured homes allowed on the property. For the purpose of this covenant the word manufactured homes shall include double wide trailer type units.

5. No imitation or asbestos siding may be used and no cement blocks can be left showing from the outside appearance. For the purpose of this covenant aluminum siding and vinyl siding are not considered imitation siding.

6. An easement for installation and maintenance of utilities is hereby reserved along the front of each lot. Said easement shall be 10 feet in width.

7. The minimum building line restriction on all lots in this Subdivision, with the exception of lots 2 and 3 shall be 75 feet from the front property line and 10 feet from each side line. Lot 2 shall be 75 feet from the front property line, 10 feet from the South sideline and 20 feet from the North sideline; lot 3 shall be 75 feet from the front property line, 10 feet from the North sideline and 15 feet from the South sideline.

RESTRICTIVE COVENANTS  
FOR  
FINCH VILLAGE I  
cont.

001596

8. No animals or livestock shall be kept on any lot except that domestic or household pets may be kept provided they are not raised or kept for commercial use.

9. All fences used on this property shall be decorative fences not to be over 4 feet in height. All fences may extend from the rear property line to the back of the residence but no further.

10. No obnoxious or offensive affairs or activities that shall become an annoyance to the neighborhood shall be permitted.

11. No lot shall be used for the purpose of raising a garden before or after the construction of the residence, except that after a residence has been built a small garden for the purpose of raising vegetables not to be sold shall be allowed.

12. No lot, or part of a lot shall be used as a street for access to property adjoining Finch Village I without the approval of the developers of Finch Village I.

13. No lot shall be used for the purpose of storage, except that building materials to be used in the construction of a residence for that particular lot may be kept for a period not to exceed six (6) months. All building must be completed within 6 months from start to finish.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. The developers, together with the owners of the adjacent lots on each side may waive any minor violations of these covenants. What is a minor violation is in the sole discretion of the subdividers. In the event the adjacent land owner and the developer are not able to agree then the decision shall be solely made by the subdividers.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Larry L. Lambeth (SEAL)  
Larry L. Lambeth

Peggy G. Lambeth (SEAL)  
Peggy G. Lambeth

North Carolina, Guilford County.

I, Rose M. Hunt Notary Public of the County and State aforesaid, certify that Larry L. Lambeth and wife Peggy G. Lambeth personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 7th day of August, 1987.

My Commission expires: June 29, 1992 Rose M. Hunt Notary Public

page two of two



NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Rose M. Hunt

Notary Public of

Guilford County, NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1205, Page 1595, this 11th day of August, 1987 at 12:07 o'clock P.M.

Ann Shaw, Register of Deeds

By Paw Colicutt, Dep. Reg. Register of Deeds