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NORTH CAROLINA

RESTRICTIVE COVENANTS

RANDOLPH COUNTY

Herman K. McDowell and wife, Barbara B. McDowell, W. Reid Kearns and wife, Lois W. Kearns, first being duly sworn, depose and say:

(1) That they are citizens and residents of Randolph County, North Carolina, and Herman K. McDowell and W. Reid Kearns are the owners of a tract or parcel of land located in Concord Township, Randolph County, North Carolina, and described in Deed Book 1197, Pages 690 and 691, a portion of which has been subdivided into Farmer West, Section One, Map One, recorded in Plat Book 28, Page 31; Section One, Map Two, recorded in Plat Book 28, Page 32; and Section Two, recorded in Plat Book 28, Page 47, 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:

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- (a) This property shall be for residential use only. All residences built 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 (30) 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 single wide manufactured home, less than fourteen (14) feet in width or less than fifty-two (52) feet in length, and no double wide manufactured home less than twenty-four (24) feet in width or less than thirty-six (36) feet in length, nor any home manufactured by other than a reputable manufacturer shall be placed upon or allowed to remain on the property. Any unit manufactured prior to 1980 must be approved by the developer. No unit manufactured prior to July 1, 1976 will be allowed on any lot.
- (f) All manufactured homes must be on masonry foundations or have permanent under skirting approved by county inspector.
- (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 or state health ordinances, laws and regulations.
- (i) No poultry, swine or livestock shall be kept on or allowed to remain on the property, and no poultry, swine or livestock houses or facilities shall be constructed on or allowed to remain on the property.
- (j) No offensive activity that may become a nuisance or annoyance to the neighborhood shall be conducted, allowed or maintained on the property.
- (k) All garbage shall be kept in enclosed containers and shall be removed from the premises at least weekly to a county landfill or other approved place of disposal.

- (1) Dogs such as Pit Bulls, Doberman Pinschers, Chows, German Shepherds, or any other dog which could be considered dangerous, will not be allowed to run loose. No dogs shall be permitted to bark excessively at anytime as this is a disturbance to other home owners.
- (m) Lawns must be seeded and properly maintained. Other landscaping to enhance the appearance of your lot is encouraged.

The above covenants and conditions are placed on the said property as a part of a general scheme or plan of development for the benefit of all owners of any portion of the property described. Said covenants shall be binding upon the present owners, their successors, heirs and assigns, and shall be covenants running with the land and binding on all future owners.

These restrictive covenants shall be in full force and effect until January 1, 2011.

These restrictions apply to Farmer West Subdivision, Section One, Maps One and Two, and Section Two, and shall not apply to any of the developers' additional land in the deed in Book 1197, Pages 690 and 691, unless and until the developers expressly subject the same to all or any portion of said restrictions.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals on this the 7th day of December, 1987.

Herman K. McDowell (SEAL)  
Herman K. McDowell

Barbara B. McDowell (SEAL)  
Barbara B. McDowell

W. Reid Kearns (SEAL)  
W. Reid Kearns

Lois W. Kearns (SEAL)  
W. Kearns

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NORTH CAROLINA - RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public of said County and State, do hereby certify that Herman K. McDowell and wife, Barbara B. McDowell, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 7th day of December, 1987.

My commission expires: May 15, 1990

Anna G. Pugh  
Notary Public

NORTH CAROLINA - RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public of said County and State, do hereby certify that W. Reid Kearns and wife, Lois W. Kearns, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 7th day of December, 1987.

My commission expires: May 15, 1990

Anna G. Pugh  
Notary Public

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of \_\_\_\_\_

Anna G. Pugh

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 1217 Page 106, This 7 day of December, 1987 at 2:44 o'clock P.M.

Anna Shaw, Register of Deeds

Anna Shaw

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