

Lloyd Bingham

PREPARED BY: BECK, O'BRIANT, O'BRIANT AND BUNCH, Attorneys, Asheboro, NC 27203

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NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

These restrictions, made and entered into this 10th day of January, 1988, by William Lloyd Bingham of Randolph County, North Carolina;

W I T N E S S E T H:

THAT WHEREAS, William Lloyd Bingham, is the Owner of several parcels of land in Cedar Grove Township, Randolph County, North Carolina, more specifically described in the deed in Book 1038, Page 412, Randolph County Registry, and

WHEREAS, William Lloyd Bingham, hereinafter referred to as Owner, has developed a portion of said property into Cable Creek Hills Subdivision, Sections One and Two as shown on plats by Cagle Surveys, dated December 16, 1987, designated as Job #6521 C10B (Cable Creek Hills Subdivision, Section One) and Job #6523 C10B (Cable Creek Hills Subdivision, Section Two); and Owner intends to develop some or all of the remaining portions of said property into subdivisions and hereby makes the following declaration as to limitations, restrictions and uses to which all

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lots in Cable Creek Hills Subdivision, Sections One and Two, may be put, hereby specifying that said restrictions 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 and limitations upon all future owners of lots in said subdivision, this declaration of restrictions being 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 lot owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

While Sections One and Two of Cable Creek Subdivision are a portion of the property in Deed Book 1038, Page 412, the remaining land in said deed, as well as any other lands contiguous thereto, owned by the Owner or subsequently acquired by him, but not included in Sections One and Two

of Cable Creek Hills Subdivision, shall not be subject to these restrictions.

Owner may later specifically hereafter subject all or a portion thereof to these restrictions at Owner's option.

The restrictions hereby imposed are as follows:

1. This property shall be used for single family residential purposes only.
2. Any one-story dwelling shall have a minimum of 1200 square feet of heated space above ground.
3. Dwellings containing more than one story above ground, shall have at least 900 square feet of heated space on the ground or main floor.
4. All houses shall be built at least 50 feet from the front property line and at least 10 feet from the side property line.
5. No cattle, swine, fowl, goat or other livestock shall be kept and maintained on said premises.
6. No single or double-wide mobile homes (whether on permanent foundation or not), house trailers, shell homes, or modular homes, including any home which is manufactured and has either a certificate of origin or title, shall be permitted on any portion of the subdivision.
7. No metal fence can be located closer to the road than the front building line of the residence.
8. Foundation walls shall not have any exposed concrete blocks.
9. No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences.
10. No nuisance, or offensive, noisy, or illegal trade, calling, or transacting 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 residential purposes, or the neighborhood wherein said premises are situated.
11. There shall be no junk vehicles kept on the premises, no recreational travel trailers or trailers designed for sleeping shall be parked on said premises closer to the street upon which the residence fronts than 75 feet.
12. 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.
13. 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.
14. 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.
15. Dogs such as Pit Bulls, Doberman Pinschers, Chows, German Shepherds, or any other dog which could be considered dangerous, by virtue of its nature or its size, will not be allowed to run loose in the subdivision. No dogs shall be permitted to bark excessively at anytime as a disturbance to other home owners.
16. There shall be no houses moved from some other location to any lot in either section of this subdivision.

These restrictive covenants shall be in full force and effect until

January 1, 2010.

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William Lloyd Bingham, Owner, hereby reserves the right to place a road or roads, over any lot in said subdivision while owned by him including any lots reacquired by him, or either section thereof for the purpose of access to any other land owned by him, whether for personal use or for development, whether or not such subsequently developed land has the same restrictions as Sections One and Two of Cable Creek Hills Subdivision.

IN TESTIMONY WHEREOF, Owner has set his hand and seal.

William Lloyd Bingham (SEAL)
William Lloyd Bingham

NORTH CAROLINA - RANDOLPH COUNTY

I, *Mary H. Edwards*, a Notary Public of said County and State, do hereby certify that William Lloyd Bingham personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this *15th* day of *January*.



My commission expires *3/21/90*

Mary H. Edwards
Notary Public

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of *Mary H. Edwards*, Notary Public of

Randolph Co NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book *1214*, page *23*, This *20th* day of *January*, 19*88* at *10:45* o'clock *A.M.*

Ann Shaw, Register of Deeds

By *Cookie Hall*, Deputy Register of Deeds