

Richard Singletary; 225 Scenic Dr.  
Asheboro, N.C.

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Prepared by: Pierre Oldham, Attorney at Law, Asheboro, N. C.  
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STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF RANDOLPH

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THESE RESTRICTIVE COVENANTS, made this the \_\_\_\_ of  
February, 1988, by RICHARD D. SINGLETARY and wife, KAY B.  
SINGLETARY, of Randolph County, North Carolina;

W I T N E S S E T H:

THAT Richard D. Singletary and wife, Kay B. Singletary, are  
the owners-developers of that certain real property located in  
Cedar Grove Township, Randolph County, North Carolina, and now  
duly platted as FOX HAVEN SUBDIVISION, which said plat is  
recorded in the office of the Register of Deeds of Randolph  
County, North Carolina, in Plat Book 21, at Page 1; and

THAT the owners-developers hereby make the following  
declaration as to limitations, restrictions and users 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 and limitations upon all future owners of  
lots in said subdivision, this declaration of restrictions being  
desiderated 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 residential  
purposes shall not be permitted.

The Protective Covenants are as herein specified:

1. The property shall be used for residential purposes  
only and any residences so erected shall contain a  
minimum of 1,000 square feet of heated living area.
2. No single-wide mobile homes, double-wide mobile homes  
or pre-manufactured homes will be allowed on said  
property.
3. All houses shall be built and located at least fifty  
(50) feet from the front property line and at least  
ten (10) feet from the side property line.
4. No manufacturing or commercial enterprise, or  
enterprises of any kind for profit shall be maintained  
upon, in front of, or in connection with any of the  
lots in said subdivision, nor shall said lots in any  
way be used for other than strictly residential  
purposes.

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5. No swine, chickens, cattle, fowl, goats, or other livestock shall be kept or maintained upon the premises for commercial purposes. It shall be permissible to keep up to three swine, three cows, three goats, or three of any other livestock, and keep up to fifteen chickens for domestic purposes.
6. No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences, and no more than one dwelling shall be placed in each lot.
7. No sign board of any description shall be displayed on any residential lot with the exception of a sign "For Sale" or "For Rent", which signs shall not exceed two feet by three feet except development signs.
8. No nuisance, or offensive, noisy, or illegal trade, 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 residential purposes, or the neighborhood wherein said premises are situated.
9. There shall be no junk vehicles kept on the premises.
10. The owners-developers herein retain the right to modify, change or delete any or all of the above restrictions.

Said covenants shall be binding upon the present owners-developers, their successors, heirs, 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 for the period of time ending January 1, 2006.

IN WITNESS WHEREOF, Richard D. Singletary and wife, Kay B. Singletary have hereunto set their hands and seals to these Restrictive Covenants as of the day and year first above written.

Richard D. Singletary (SEAL)  
Richard D. Singletary

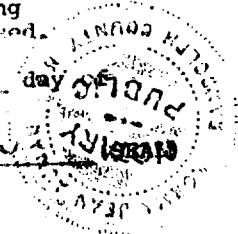
Kay B. Singletary (SEAL)  
Kay B. Singletary

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

I, Norma Jean Auman, a Notary Public in and for said county and state aforesaid, do hereby certify that Richard D. Singletary and wife, Kay B. Singletary, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 22 day of February, 1988.

Norma Jean Auman  
Notary Public



My Commission Expires July 18, 1988

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Norma Jean Auman

Notary Public of

Randolph County, N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1215  
Page 803 This 22<sup>nd</sup> day of February, 1988 at 12:55 o'clock P.M.

Ann Shaw, Register of Deeds  
By Paul Calicut Deputy Register of Deeds