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Box

This Instrument Prepared by: Michael C. Stamey, Attorney at Law
Mail After Recording To: Michael C. Stamey, PO Box 542, Jamestown NC 27282

NORTH CAROLINA)
RANDOLPH COUNTY)

RESTRICTIVE COVENANTS
FOX CREEK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that the undersigned developers of that subdivision known as FOX CREEK, appearing of record in Book 27, Page 83, in the Office of the Register of Deeds for Randolph County, North Carolina, do hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring Lots 1, 2, 3, 4, 5, and 6 in FOX CREEK that said numbered lots are hereby subjected to the following restrictions as to the use thereof, said restrictions to run with the said property, and every part thereof, by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential, street, and park purposes. No building shall be erected, altered, placed or permitted to remain on any lot to exceed two and one-half stories in height and private garages shall not be for more than three cars per residential unit.

2. DWELLING SIZE: No dwelling shall be permitted having a ground area of the main structure, exclusive of open porches and garages, of less than 1,500 square feet for each dwelling unit in a one-story structure nor less than 800 square feet for each dwelling unit in a "split-level" or "split-foyer" structure, nor less than 800 square feet for each dwelling unit in a two-story structure.

3. BUILDING SETBACK: No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line. No building shall be located nearer than 12 feet to any interior lot line. No side yard shall be required for a separate garage not attached to the house or other permitted accessory building located seventy feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and porches and carports shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on one lot to encroach upon another lot. Deviations from building line restrictions not in excess of ten (10%) percent shall not be construed as a violation of these covenants.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width at the bottom line of less than 70 feet nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that this provision shall not prevent a dwelling from being erected on any lot shown on the original recorded plat or amendments thereof.

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5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Developers reserve the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

6. WAIVER OF VIOLATION: Developers by appropriate instrument in writing may waive any violation of these restrictive covenants, provided that if the violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owner, the consent of such owner or owner shall be obtained to such waiver.

7. NUISANCES: No noxious or offensive activity including, but not limited to, the keeping of junk cars, shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

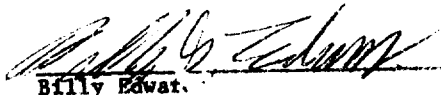

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

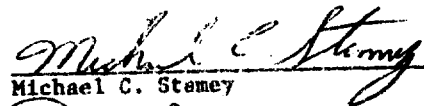

9. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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.

10. ENFORCEMENT: Enforcement of these covenants 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.

11. SEVERABILITY: 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.

IN TESTIMONY WHEREOF, Developers have set their hands and seals, this the 24th day of June, 1988.

 (SEAL)
Billy Edwar.
 (SEAL)
Bobby R. Beeson

 (SEAL)
Michael C. Stamey
 (SEAL)
Dale Beeson

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NORTH CAROLINA
GUILFORD COUNTY

I, Katherine P. Skinner a notary public of said county do hereby certify that Billy Edwards and Michael C. Stacey personally appeared before me this day and acknowledged the execution of the foregoing Restrictive Covenants. Witness my hand and notarial seal-stamp. This the 24th day of June, 1988.

KATHERINE P. SKINNER
NOTARY PUBLIC
GUILFORD COUNTY, NC

Katherine P. Skinner
Notary Public

My Commission Expires: 12-9-92

NORTH CAROLINA
GUILFORD COUNTY

I, Katherine P. Skinner, a notary public of said county do hereby certify that Bobby R. Beeson and Dale Beeson personally appeared before me this day and acknowledged the execution of the foregoing Restrictive Covenants. Witness my hand and notarial seal-stamp. This the 24th day of June, 1988.

KATHERINE P. SKINNER
NOTARY PUBLIC
GUILFORD COUNTY, NC

Katherine P. Skinner
Notary Public

My Commission Expires: 12-9-92

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Katherine P. Skinner
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 1022
Page 1037, This 8 day of June, 1988 at 12:58 o'clock P.M.

Ann Shaw, Register of Deeds

Kristin Lane, Deputy Register of Deeds