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NORTH CAROLINA  
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

THESE RESTRICTIONS, Made this 21st day of June, 1988,  
by and between Odell B. Cagle and wife, Laura N. Cagle, both  
of Randolph County, North Carolina;

W I T N E S S E T H:

THAT WHEREAS, Odell B. Cagle and wife, Laura N. Cagle,  
are the owners and developers of a certain parcel of land in  
Asheboro Township, Randolph County, North Carolina, described  
in the Deed in Book 856, Page 302, a portion of which has now  
been platted into LaDELL ESTATES, Section 1, not recorded.

The owners-developers intend to develop the remaining  
portion of said property into subdivisions and to record plats  
thereof and do hereby make the following declaration as to  
limitations, restrictions and uses to which all lots developed  
from the property in Book 856, Page 302, including Section 1  
of LaDELL ESTATES may be put, hereby specifying that said  
restrictions shall constitute covenants to run with the lots  
in said subdivisions 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,

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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.

The restrictions hereby imposed are as follows:

1. This property shall be used for single family residential purposes only.
2. As to any one-story dwelling, there shall be a minimum of 1700 square feet (except as provided below) under roof with a minimum of 1000 square feet of heated area above ground.
3. Dwellings containing more than one floor above ground, including one and one-half story, two story, split level, or split foyer shall contain a minimum of 1700 square feet under roof, above ground with a minimum of 1200 square feet of heated area and not less than 1000 square feet on the ground or main floor.
4. Any dwelling containing 1400 square feet of heated area above ground or more shall not be required to have the minimum of 1700 square feet under roof.
5. All houses shall be built at least 55 feet from the front property line and at least 10 feet from the side property line.
6. No cattle, swine, fowl, goat or other livestock shall be kept and maintained on said premises.
7. 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 a title, shall be permitted on any portion of the subdivision.
8. No metal fence can be located closer to the road than the front building line of the residence.

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9. Foundation walls shall not have any exposed concrete blocks.

10. No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences.

11. No signboard 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.

12. 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.

13. There shall be no junk vehicles kept on the premises, no travel trailers or trailers designed for sleeping shall be parked on said premises close to the street upon which the residence fronts than 75 feet.

Said covenants shall be binding upon the present owners-developers, 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 for the period of time ending June 1, 2028.

IN WITNESS WHEREOF, Odell B. Cagle and wife, Laura N. Cagle, have executed these Restrictive Covenants the day and year first above written.

Odell B. Cagle  
Odell B. Cagle

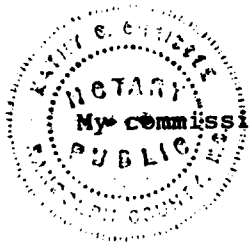
Laura N. Cagle  
Laura N. Cagle

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NORTH CAROLINA  
RANDOLPH COUNTY

I, Kathy C. Chriscoe, a Notary Public of said County and State, do hereby certify that Odell B. Cagle and wife, Laura N. Cagle, 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 21st day of June, 1988.



Kathy C. Chriscoe  
Notary Public

My commission expires: July 22, 1989.

NORTH CAROLINA - Randolph County  
The foregoing certificate(s) of

Kathy C. Chriscoe

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 1222  
Page 405, This 22 day of June, 19 88 at 1:02 o'clock P.M.

Ann Shaw, Register of Deeds

By Krista Rowe, Deputy, Register of Deeds