

Trollinger Real Estate
200 Water St.
Asheboro NC 27203

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

NORTH CAROLINA
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

001225

These restrictions, made this 23rd day of August, 1988, by Trollinger Investment Company, a North Carolina Corporation with its principal office and place of business in Asheboro, North Carolina;

W I T N E S S E T H:

THAT WHEREAS, Trollinger Investment Company is the owner and developer of a certain parcel of land in Randleman Township, Randolph County, North Carolina, described in deed in Book 1162, Page 1186, Randolph County Registry, portions of which have been developed into Dayspring Subdivision, Sections 1, 2 and 3; Section 3 recorded in Plat Book 29, Page 81 consists of Lots 41 through 60 (Lot 60 having been previously sold).

Owner/Developer referred in the restrictive covenants applicable to Section 1 as recorded in Book 1164, Page 1141, and Section 2 as recorded in Book 1193, Page 1348, specifically reserve the right to develop portions of the remaining lands for multi-family use and there still remains certain property for future development to which these restrictions shall not apply. Owner/Developer for the benefit of itself and for the benefit of future owners of lots in Section 3 desires to restrict portions of Section 3 of Dayspring as shown on plat recorded in Plat Book 29, Page 81, Randolph County Registry. These restrictions shall not apply to any undeveloped portion of the property in the deed in Book 1162, Page 1186 which property the Owner/Developer reserves the right to develop in its sole discretion for single family dwellings or for multiple family dwellings or for such other use as the developer in its discretion determines is in the best interest of the developer.

As to the lots in Dayspring Subdivision, Section 3, as shown on plat recorded in Plat Book 29, Page 81, Randolph County Registry, Owner does hereby set forth the following declaration as to limitations, restrictions and use to which certain specified lots in Section 3 of Dayspring Subdivision may be put and does hereby specify that said restrictions constitute covenants to run with most of the lots in Section 3 of said subdivision and shall be binding on all parties, corporations and all persons or firms claiming under them and for the benefit and limitation

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upon all future owners of lots in said subdivision. This declaration of restrictions being designated for the purpose of keeping said lots and said Section 3 of the 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 shall not be permitted except as provided and reserved herein. The restrictions hereby imposed are as follows:

1. As to Lots 48 through 56 the restrictions applicable to Dayspring Subdivision, Section 1, recorded in Book 1164, Page 1141, are incorporated herein as if fully set out in these restrictions and apply to said Lots 48 through 56.
2. Lots 41 through 47 and Lot 59 of Section 3 of Dayspring Subdivision are made subject to those certain restrictive covenants applying to Section 2 of Dayspring Subdivision, recorded in Book 1193, Page 1348 in the same manner and fashion as if the same were fully set out herein and are applicable to Lots 41 through 47 and Lot 59.
3. Lots 57 and 58 of Dayspring Subdivision, Section 3, are not restricted by any of the restrictions applicable to other lots in Sections 1, 2, or 3. It is the intention of the developer to either develop the same for multiple family dwellings including any dwelling which might be deemed multiple family dwellings or all or a portion of the same by be subdivided into lots for residential purposes all in the sole discretion of the developer.

Said covenants shall be binding upon the present owner/developer, 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, 2010.

IN WITNESS WHEREOF, Trollinger Investment Company has caused this document to be signed in its name by its President and attested by its Secretary, all with corporate authority duly given, the day and year first above written.

TROLLINGER INVESTMENT COMPANY

BY: 
President

ATTEST:


ASST. Secretary

NORTH CAROLINA

RANDOLPH COUNTY

This 25 day of August, 1988, personally came before me, Paul D. Hollinger, who being by me duly sworn, says that he is the president of Trolling Investment Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company and that said writing was signed and sealed by him, in behalf of said Company, by its authority duly given. And the said Paul D. Hollinger acknowledged the said writing to be the act and deed of said Company.

Witness my hand and seal this 25 day of August, 1988.

My commission expires: 5-30-93

Lerna J. Brundage
Notary Public



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NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Lerna J. Brundage, 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 1225
Page 1225, This 26 day of August, 1988 at 11:15 o'clock A. M.

Ann Shaw, Register of Deeds

By Debbie Green, Deputy Register of Deeds