

HIGH MEADOWS (SUBDIVISION) RESTRICTIONS

1. APPLICABILITY

These Restrictions shall apply to all subdivided numbered lots which are for residential purposes only in HIGH MEADOWS SUBDIVISION, as shown on map recorded in Plat Book 30, Page 6, Randolph County Registry, and all lots shall be conveyed only with the deed incorporating these restrictions by reference, or by copy of the Restrictions attached to each individual deed as an exhibit.

2. TERM

These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under such parties until January 1, 2008. By accepting a deed to residential property in High Meadows Subdivision all of which subject to these Restrictions, the grantees agree that after Jan. 1, 2008, these Restrictions shall be extended for successive periods of ten (10) years each (unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time after January 1, 2008, these Restrictions may be amended by the vote of the then recorded owners of two-thirds (2/3) of such residential lots to make such variations in the Restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part hereof.

3. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreement set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner/owners of each such lots, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. No lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single-family residence

dwelling containing a minimum of 1100 square feet of heated area and such outbuildings as are usually accessory to a single-family residence dwelling; and any detached structure such as a garage shall be constructed of similar materials as the residence.

B. No temporary house, trailer, mobile home, garage, apartment, basement, shack, barn or other outbuilding shall be placed or erected on any lot. Temporary structures for storage of materials during construction will be allowed but such temporary structures shall not be used at any time as a dwelling place.

C. All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any lot without approval from the Company.

D. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Company. Except any house may be in the Parade of Homes without obtaining permission.

E. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt, or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

F. All residences shall be constructed of permanent exterior materials. No concrete or aggregate blocks, either in buildings or walls, shall be used above finished ground elevation unless said blocks are covered with brick veneer, stone, or stucco.

G. Once construction of improvements is started on any lot, the improvements must be substantially completed within twelve (12) months from commencement, except for reasons beyond the control of builder.

H. All plumbing fixtures, dishwashers, garbage disposals, toilets or sewage disposal systems shall be connected to an underground septic tank system constructed by the lot owner and approved by the appropriate governmental authority, until such time as a public sewer system shall be maintained, at which time the grantee, his successors or assigns, agrees to connect said premises therewith without delay. No outside toilet shall be constructed or permitted on any lot.

I. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery so as not to be visible from any street. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible from any street.

001563

J. Any camping trailer or similar equipment used for the personal enjoyment of a resident shall at all times be parked to the rear of the dwelling or in carport-garage or shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned so as to be inconspicuous. No bill boards, sign boards, or unsightly objects of any kind shall be maintained on said lands in this subdivision or any part thereof, except that a single sign offering property for sale or rent may be placed on any such lot, provided that such sign is not more than 24 inches wide and 20 inches high.

K. No horse, cow, hog, goat or other live stock shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon. No land occupant in the tract shall maintain any offensive or dangerous animals. No dog or dogs shall be allowed to bark excessively night or day. Any dog which barks excessively at night shall either be controlled so as not to disturb neighbors or shall be removed. It is the intention of the developer that dogs shall not disrupt neighbors.

L. No noxious, offensive, or illegal activities shall be carried on on any lot, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

M. No vehicle shall be parked habitually and regularly on any street in the subdivision. Pick-up trucks or vans used in land occupant's business, shall be parked in such a manner as to not be offensive to the occupants of other lots or the users of any street; except, however, construction vehicles and equipment in use for development and construction in the subdivision may be kept in the subdivision temporarily during development or construction.

N. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot in the subdivision. In the event that the owner or occupant of any lot permits trash to collect on the same and on request fails to remove the trash within thirty (30) days, agents of the Company may enter upon the said lot to remove the trash, without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot, provided, however, that such expense will not exceed \$100.00. This provision shall not be construed as an obligation on the part of the Company to provide trash removal service. No outside burning of trash, garbage or household refuse shall be permitted.

O. Each lot owner shall provide space for parking three (3) automobiles off the street prior to the occupancy of any dwelling constructed on said lot.

P. There shall be no road or driveway access to any lot on the perimeter of the Subdivision except from designated roads within the Section or Subdivision.

Q. No lot shall be re-subdivided, or its boundary lines changed except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of the subdivision, prior to delivery of deed in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

R. No stripped, partially wrecked, or junk motor vehicle, or part therefor, shall be permitted to be parked or kept on any street or lot.

5. PLACEMENT OF RESIDENCES AND STRUCTURES

A. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, fences are permitted on any lot for landscaping purposes if they contribute to and are in keeping with the character and environment of the area or are used for household pets.

B. No above grade structure (except approved fences or walls) may be constructed or placed on any lot unless such structure is not less than:

- (1) Sixty (60) feet from the front line of any platted lot, unless otherwise specified on recorded plat;
- (2) Ten (10) feet from each lot side line; and
- (3) Twenty-five (25) feet from the rear line of each lot.
- (4) Consult with Randolph County for local Zoning Requirements.

A corner lot shall be deemed to have a front line on each street.

6. EASEMENTS

A. On each lot, the rights-of-way and easement areas reserved by the Company or dedicated for public utilities purposes shall be maintained continuously by the lot owner, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities; which may change the direction or flow of drainage channels in the easement; which may obstruct or retard the flow of water through drainage channels in the easements, or interfere with established slope ratios; or which create erosion or sliding problems, provided, however, that the existing location of a drainage channel may be relocated, provided such relocation

does not cause an encroachment on any other lot in the subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility is responsible.

7. MISCELLANEOUS

A. The property within the subdivision is hereby proclaimed a bird and wildlife sanctuary and the hunting of any birds and wildlife is hereby prohibited.

B. Nothing herein contained shall be construed to prevent Frank E. Snider Company, or its successors and assigns from maintaining temporary sales offices and storage on any lot, common grounds, or recreation area while the subdivision is in the process of being developed and houses constructed within the subdivision.

8. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Company or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of the Company; and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Company, and to and with the grantees and subsequent owners of each of the lots within the Subdivision, to keep, observe, comply with and perform the covenants of these Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume as against the Company, its successors or assigns, all the risks and hazards of ownership of occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

C. Each such grantee agrees to complete the underground secondary electrical service to their respective residences.

9. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, such holding shall be without effect upon the validity, enforceability, or "running" quality of the remainder of such Restrictions.

10. CAPTIONS

The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, the feminine or to the neuter. Wherever the word "Company" appears in these restrictions, it shall mean "Frank E. Snider Company", its successors and assigns.

Executed this 9th day of November, 1988.

FRANK E. SNIDER COMPANY

B: Frank E. Snider
President

ATTEST: Gina H. Pugh
Secretary

**NORTH CAROLINA
RANDOLPH COUNTY**

This 9th day of November, 1988, personally came before me, Frank E. Snider, who being by me duly sworn, says that he is the president of Frank E. Snider 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 Corporation, by its authority duly given. And the said Frank E. Snider acknowledged the said writing to be the act and deed of said Corporation.

Witness my hand and notarial seal this 9th day of November, 1988.

Howard A. Wright
Notary Public
11-16-88

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Howard A. Wright N.P. of County, NC is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1229, Page 1553. This 15th day of November, 1988 at 10:46 o'clock A.M.

Ann Shaw Register of Deeds

Krista Lane, Deputy
Register of Deeds

001555