

*Mac Whitley*

**NORTH CAROLINA**

Restrictive Covenants

**RANDOLPH COUNTY**

Worth Heath and Johnsie Heath Brown first being sworn, deposed and say:

806000

(1) That they are citizens of Randolph County, North Carolina, and Worth Heath and Johnsie Heath Brown are the owners of a tract or parcel of land located in Franklinville Township, Randolph County, North Carolina and described in Deed Book 1204 Page 998, a portion of which has been subdivided into Deer Run Estates, Section One & Section Two, and is recorded in Plat Book 29, Pages 93&94, Randolph County Registry.

(2) That the said owners, in order to promote a well classified and regulated residential subdivision, do hereby place upon said property the following restrictive covenants:

- (a) This property shall be for residential use only. All residences built thereon shall consist of at least four (4) rooms; plus one (1) bath and shall have a minimum of one thousand (1,000) square feet of enclosed floor space, exclusive of breezeways and garages.
- (b) All residences shall be constructed at least thirty five (35) feet from the front property lines, at least fifteen (15) feet from the side property lines of the subdivision lots or any division of the said lots and at least twenty (20) feet from the back property lines.
- (c) No used lumber, second-hand material or unsightly material shall be used in any construction on the property nor placed, stored or used on said property.
- (d) All residences shall be single family dwellings. No apartment houses shall be erected or licensed to exist on the property.
- (e) No single wide manufactured home, less than fourteen (14) feet in width or less than fifty-two (52) feet in length, and no double wide manufactured home less than twenty-four (24) feet in width or less than thirty-six (36) feet in length, nor any home manufactured by other than a reputable manufacturer shall be placed upon or allowed to remain on the property. No unit manufactured prior to March 1, 1984 will be allowed on any lot.
- (f) Single wide manufactured homes shall not have rooms or additions added to them. Decks or porches will be allowed.
- (g) All manufactured homes must be on masonry foundations or have permanent under skirting approved by county inspector.
- (h) Out-buildings, garages or carports shall not exceed four hundred eighty (480) square feet.
- (i) Double wide or site-built homes may have rooms or additions added to existing structures.
- (j) No junk motor vehicles or unlicensed motor vehicles shall be kept on any portion of the property or allowed to remain on any portion of the property.
- (k) All sewage disposal in connection with the use of the property shall be through the use of approved septic tanks, and sanitary arrangements must comply with local or state health ordinances, laws and regulations.

000909

- (l) No poultry, swine or livestock shall be kept on or allowed to remain on the property, and no poultry, swine or livestock houses or facilities shall be constructed on or allowed to remain on the property.
- (m) No offensive activity that may become a nuisance or annoyance to the neighborhood shall be conducted, allowed or maintained on the property.
- (n) All garbage shall be kept in enclosed containers and shall be removed from the premises at least weekly to a county landfill or other approved place of disposal.
- (o) Dogs such as Pit Bulls, Doberman Pinschers, Chows, German Shepherds, or any other such dog which could be considered dangerous, will not be allowed to run loose. No dogs shall be permitted to bark excessively at night which is a disturbance to other home owners.
- (p) Lawns must be seeded and properly maintained. Other landscaping to enhance the appearance of your lot is encouraged.

The above covenants and conditions are placed on the property as a part of a general scheme or plan of development for the benefit of all owners of any portion of the property described. Said covenants shall be binding upon the present owners, 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 until January 1, 2020.

These restrictions apply only to Deer Run Estates, Sections One and Two, and shall not apply to any of the developer's additional land in the deed in Book 29, Pages 93494, unless and until the developers expressly subject the same to all or any of said restrictions.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals on this the 9th day of January, 1989.

*James Worth Heath*  
James Worth Heath

Johnsie H. Brown signs both on her own behalf and on behalf of the following named persons pursuant to a power of attorney dated 30 August 1988 and recorded in Book 1225, page 1585, Randolph Co. Registry:

*Johnsie H. Brown* (Seal)  
Johnsie H. Brown  
Lester W. Brown  
Kathy J. Brown  
Hallie R. Heath  
Ann B. Jeane  
Alfred L. Beane

State of North Carolina  
County of Randolph

I, this 9th day of January, 1989, personally appeared before me James Worth Heath and Johnsie H. Brown, known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged that they executed the same and being duly sworn by me, made oath that the statements contained therein are true. In witness whereof I set my hand and notarial seal.



*L. McKay Whatley*  
L. McKay Whatley

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of L. McKay Whatley, 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 1232 Page 908, This 10 day of January, 1989 at 11:09 o'clock A.M.

Ann Shaw, Register of Deeds

By Debbie Green, Deputy Register of Deeds