

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

The undersigned, being the developers/<sup>mortgage-holders,</sup> and the owners of all Lots in Country Side Acres Subdivision, as shown on plat recorded in Plat Book 26, Page 38 and Country Side Acres Revision as shown on plat recorded in Plat Book 27, Page 20, the latter being a revision of a portion of the lots in Plat Book 26, Page 38, and,

WHEREAS, prior to the sale of any lots in the subdivision the developers had prepared restrictive covenants restricting the use of the property and providing for a property owners association with respect to maintenance of the roads in said subdivision and,

WHEREAS, all of the purchasers of lots in said subdivision signed a copy of said restrictions and agreements and,

WHEREAS the restrictions and agreements as executed by the parties were not notarized and were not recorded prior to the sale of the lots and the parties hereto, for and in consideration of each additional lot owner, subjecting his or her property to the restrictions and agreements herein agree that the lots shown in Country Side Acres, Plat Book 26, Page 38, except for that portion thereon which is revised and shown on the revision of Country Side Acres, Plat Book 27, Page 20, and as to the revision, these restrictions shall apply, agree as follows:

1. All lots within said subdivision shall be used exclusively for residential purposes with the exception of lot number 1 and 16 which may be used for either residential or commercial purposes.
2. With the exception of lots (tracts) number 1, 4, and 16 no lot or lots shall be divided or subdivided nor shall any portion or any less than the whole or of any one lot be sold or conveyed; except that a lot may be subdivided into two portions and conveyed to the owners of the adjoining lots, so as to become parts thereof; provided, however, that the property thus combined shall be considered as one lot for the purposes of these covenants.
3. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed, in accordance with the Randolph County Health Department Regulations. Developer reserves the right to approve

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the location of wells for obtaining drinking water and septic tanks for sewage disposal, said approval to be in accordance with local health regulations.

4. Any mobile home placed on a lot shall display a manufacturing date of not more than five (5) years from the date said mobile home is placed on said lot. No mobile home of less than 700 square feet, exclusive of steps, porches and attachments and of dimensions less than 14 feet in width by 50 feet in length shall be placed on any lot. Mobile homes shall be permanently emplaced on foundations and secured by hurricane anchors. The foundation if not brick, shall be enclosed with a matching colored metal underpinning within 90 days after it is placed on lot. Variations subject to Developers approval.

5. No residential building of less than eight-hundred (800) square feet, exclusive of porches and decks, shall be constructed on any lot. Once construction is begun, the exterior of said building must be completed within 12 months.

6. Each lot owners shall at all times maintain said lot in a neat and well-kept condition.

7. No stale garbage, or any other condition conducive to the breeding of flies, insects, or rodents or otherwise prejudicial to health or well being of the lot owners shall be permitted to continue on any lot. No animals, livestock, or poultry of any description, except the usual domesticated household pets, and no more than two ponies shall be allowed on a lot provided the owner provides secure fencing and a secure stable or barn facility. Said stable or barn shall be built in a manner that does not detract from the decor and quality of the subdivision and shall be constructed with new materials. Dogs must be kept in a fence or on a leash at all times.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighboring lot owners.

9. No building, nor approved mobile home shall be placed or erected nearer than 50 feet to the side property line or nearer than 100 feet from the front property line or street right of way on which the building or approved mobile home is facing and no nearer than 50 feet from the rear property line of a lot. All such buildings and mobile homes shall be so placed on the lot so as to conform with the minimum set back requirements as herein described and to conform with other structures on adjoining lots. Variations subject to Developers approval.

10. No bus bodies, snacks, tents, stripped or junked vehicles, or parts thereof shall be allowed on any lot or permitted to be parked on any street or road in Country Side Acres Subdivision. Any vehicle in the subdivision must be currently licensed and properly insured.

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11. A 20' perpetual easement is reserved along all lot lines for drainage, utility installation and maintenance.

12. Any two or more of the individual lot owners, subject to the restrictions above, may form a property owners association at any time after the date of these restrictions. The property owners association, once formed, shall have the right to enforce the restrictions and conditions contained in this declaration and further shall have the right to impose an equal assessment on an annual basis against each and every lot within the subdivision for the purpose of maintaining the streets, roads and drainage located within the subdivision, it being to the benefit to all lots if the roads are kept in a good condition. It is part of the development scheme of the subdivision that all streets and roads located within the subdivision are private and will in all likelihood remain so. Said streets are not constructed to standards prescribed by the State of North Carolina Department of Transportation for roads in its maintenance system. Maintenance of all streets and roads located within the subdivision is and will continue to be the sole responsibility of the owners of lots in the subdivision. The property owners association shall be organized under the laws of the State of North Carolina and each property owner shall automatically become a member of the association once it is formed, with full voting rights. The officers and directors of the association shall be property owners, and all fees set by the association for street maintenance shall be set by the directors of the association. Once the association has been formed and maintenance fees for the streets have been assessed, each lot owner shall be obligated to pay the street assessment to the association within thirty (30) days after receipt of notice of any assessment and failure after notice to make payments within the specified time shall give the property owners association the right to file suit against said lot owner for the share allocated to said lot including reasonable attorney fees which shall be awarded by the court. Mortgage-holder shall not be liable for any assessments.

The property owners shall have the right to promulgate rules and regulations concerning the use of the streets within the subdivision.

These restrictions shall be effective from January 1, 1986.

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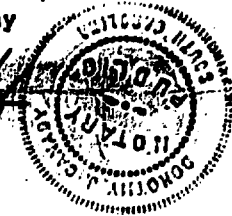


~~SOUTH~~ CAROLINA  
~~Horry~~ COUNTY

I, Dorothy J. Canady, a Notary Public of said County and State, do hereby certify that Wilbur N. McLamb, Developer and Alvin A. Willette, Developer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 19 day of May, 1987.

Dorothy J. Canady  
Notary Public



My commission expires: 5/18/87

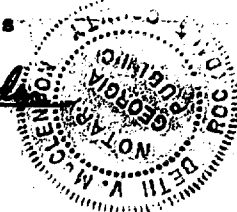
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Georgia  
~~NORTH CAROLINA~~  
DeKalb COUNTY

I, a Notary Public of the County and State aforesaid, certify that J. W. Born personally came before me this day and acknowledged that he is Asst. Secretary of FLEET FINANCIAL & MORTGAGE, INC. a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Asst. Secretary.

10th Witness my hand and official stamp or seal, this day of June, 1987.

Beth V. Millender  
Notary Public



My commission expires: Notary Public, Rockdale County, Georgia  
My Commission Expires Oct. 20, 1989

NORTH CAROLINA  
Guilford  
~~RANDOLPH~~ COUNTY

I, Donna E. Sharp, a Notary Public of said County and State do hereby certify that Larry M. Reich and Patricia K. Reich

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 2nd day of Sept, 1987.

Donna E. Sharp  
Notary Public



My commission expires: 10-9-88

NORTH CAROLINA  
RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public  
of said County and State do hereby certify that  
J. A. Sheppard and wife, Carol B. Sheppard

personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 1st day  
of April, 1988.



Anna G. Pugh  
Notary Public

My commission expires: May 15, 1990

002005

NORTH CAROLINA  
RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public  
of said County and State do hereby certify that  
~~XXXXXXXXXXXXXXXXXXXX~~ Donna Rudd-Nelson

personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 25th day  
of May, 1988.



Anna G. Pugh  
Notary Public

My commission expires: May 15, 1990

NORTH CAROLINA  
RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public  
of said County and State do hereby certify that  
Robert Watson Nelson

personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 25th day  
of May, 1988.



Anna G. Pugh  
Notary Public

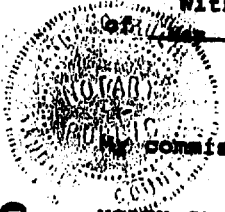
My commission expires: May 15, 1990

NORTH CAROLINA  
RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public  
of said County and State do hereby certify that  
Kevin P. Wood

personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 29th day  
of July, 1988.



Anna G. Pugh  
Notary Public

My commission expires: May 15, 1990

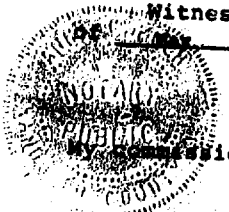
002010

NORTH CAROLINA  
RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public  
of said County and State do hereby certify that  
Terry L. Powell and wife, Karen C. Powell

personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 31st day  
of July, 1988.



Anna G. Pugh  
Notary Public

My commission expires: May 15, 1990

NORTH CAROLINA  
RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public  
of said County and State do hereby certify that  
Greg Springs Add Beth R. Springs

personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 13th day  
of June, 1988.



Anna G. Pugh  
Notary Public

My commission expires: 5/15/90

NORTH CAROLINA

RANDOLPH COUNTY

I, Anna H. Pugh, a Notary Public  
of said County and State do hereby certify that BARRY J. Lamb

personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

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



Anna H. Pugh  
Notary Public

My commission expires: MAY 15, 1990

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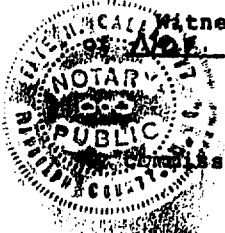
NORTH CAROLINA

RANDOLPH COUNTY

I, Faye N. Callicutt, a Notary Public  
of said County and State do hereby certify that max C Cole  
+ wife Dawn W Cole

personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 5 day  
of Nov, 1988.



Faye N. Callicutt  
Notary Public

My commission expires: 4-28-90

NORTH CAROLINA

RANDOLPH COUNTY

I, Faye N. Callicutt, a Notary Public  
of said County and State do hereby certify that Laanie C Cole

personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 5 day  
of Nov, 1988.



Faye N. Callicutt  
Notary Public

My commission expires: 4-28-90

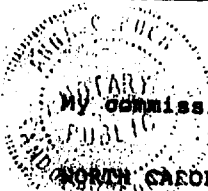


NORTH CAROLINA  
RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public  
of said County and State do hereby certify that Raddy J.  
Madess Jr. and wife, Theresa J. Madess  
personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 10th day  
of November, 1988.

Anna G. Pugh  
Notary Public



My commission expires: 5/15/90

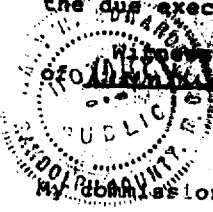
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NORTH CAROLINA  
RANDOLPH COUNTY

I, Mary H. Edwards, a Notary Public  
of said County and State do hereby certify that Cynthia L. Wood  
personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 1st day  
of November, 1988.

Mary H. Edwards  
Notary Public



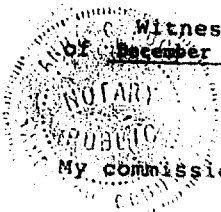
My commission expires: 3/24/90

NORTH CAROLINA  
RANDOLPH COUNTY

I, Anna G. Pugh, a Notary Public  
of said County and State do hereby certify that Clifton H. Kern and  
wife, Cora A. Kern; Timothy E. Skeen and wife, Mary W. Skeen  
personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 15th day  
of December, 1988.

Anna G. Pugh  
Notary Public



My commission expires: 5/15/90

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Dorothy J. Canady, N.P. of Horry County, S.C., Beth V.  
McClendon N.P. of Rockdale County, Georgia, Sharp, Notary Public of Guilford Co, NC,  
Anna G. Pugh, Faye N. Callicott and Mary H. Edwards N.P.'s of Randolph Co, NC.  
is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1234  
Page 2004, This 3 day of March, 1989 at 4:52 o'clock P.M.

Ann Shaw, Register of Deeds

By Krista Laver Deputy Register of Deeds