

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS, made this the 7th day of August,  
1989, by LAWRENCE W. EARNHARDT and wife, EVELYN EARNHARDT, of Randolph  
County, North Carolina:

W I T N E S S E T H:

That, Lawrence W. Earnhardt and wife, Evelyn Earnhardt are the owners  
of that certain real property in Trinity Township, Randolph County, North  
Carolina described as follows:

002091

TRACT NO. 1:

BEGINNING at an iron pipe marking the northwest corner of the Gilbert R. English 0.323 acre tract in the east right of way line of N. C. Secondary Road No. 1004, known as the Flint Hill Road; thence from said beginning point North 22 degrees 11 minutes 46 seconds East along the right of way of said Flint Hill Road 99.93 feet to an iron rod; thence leaving the said road South 77 degrees 11 minutes 23 seconds East 444.98 feet to a point; thence South 12 degrees 00 minutes 00 seconds West 100.00 feet to an iron pipe, corner with Gilbert R. English; thence North 77 degrees 01 minute 00 seconds West 462.69 feet to the point and place of Beginning, containing 1.034 acres, more or less.

TRACT NO. 2:

BEGINNING at an iron pipe located North 22 degrees 11 minutes 46 seconds East 99.93 feet along the east right of way line of N. C. Secondary Road No. 1004, known as Flint Hill Road from the northwest corner of Gilbert R. English 0.323 acre tract; thence from said beginning point North 18 degrees 36 minutes 58 seconds East along the right of way of said Flint Hill Road 99.89 feet to an iron pipe; thence leaving the road South 77 degrees 16 minutes 15 seconds East along the lands of Golda Peace 433.46 feet to an iron rod; thence South 12 degrees 00 minutes 00 seconds West 100.00 feet to an iron rod; thence North 77 degrees 11 minutes 23 seconds West 444.98 feet to the point and place of Beginning, containing 1.005 acres, more or less.

That, the owners hereby make the following declaration as to limitations, restrictions and uses to which the two tracts may be put, hereby specifying that said declaration shall constitute covenants to run with the tracts 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 said tracts, this declaration of restrictions being designated for the purpose of keeping said tracts desirable, uniform and suitable in architectural design, and to insure the use of said tracts 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.

The Protective Covenants are as herein specified:

1. The property shall be used for residential purposes only, and any residence so erected shall contain a minimum of 1200 square feet of heated living area.

002092

- 2. All houses shall be built at least 50 feet from the front property line and at least 10 feet from the side property line.
- 3. No cattle, swine, fowl, goat or other livestock shall be kept and maintained on said premises.
- 4. No single or double-wide mobile homes (whether on permanent foundation or not), modular homes, manufactured homes, house trailers, or shell homes shall be permitted on any portion of the subdivision.
- 5. Foundation walls shall not have any exposed concrete blocks.
- 6. No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences.
- 7. 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 residence purposes, or the neighborhood wherein said premises are situated.
- 8. There shall be no junk vehicles kept on the premises.

Said covenants shall be binding upon the present owners, their 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 January 1, 2010.

IN WITNESS WHEREOF, Lawrence W. Earnhardt and wife, Evelyn Earnhardt have executed these Restrictive Covenants the date and year first above written.

*Lawrence W. Earnhardt* (SEAL)  
Lawrence W. Earnhardt

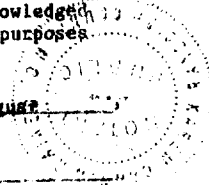
*Evelyn Earnhardt* (SEAL)  
Evelyn Earnhardt

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

I, Karen Cannon Raines, a Notary Public of said county and state aforesaid, do hereby certify that Lawrence W. Earnhardt and wife, Evelyn Earnhardt, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes herein expressed.

WITNESS my hand and notarial seal, this the 7th day of August 1989.

*Karen Cannon Raines*  
Notary Public



My commission expires:  
October 2, 1990

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Karen Cannon Raines, Notary Public of Randolph County, NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1242 Page 2091, This 7 day of August 1989 at 4:39 o'clock P.M.

Ann Shaw, Register of Deeds

*Karen Cannon Raines* Deputy Register of Deeds