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Mail to Wyatt, Earl, J. & S. Attorney & House
P. O. Drawer 2086, High Point, NC 27281

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NORTH CAROLINA
RANDOLPH COUNTY

PROTECTIVE COVENANTS

COUNTRY COVE, INC., a North Carolina corporation, the owner in fee simple of the real property now duly platted as Country Cove, Inc., Section Five, which plat is recorded in the Office of the Register of Deeds of Randolph County, North Carolina, in Plat Book 31, Page 20 (Folio A 438), hereby makes the following declaration as to limitations, restrictions and uses to which all lots in said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with the lots in said subdivision and shall be binding on all parties, corporations, and all persons or firms claiming under them and for the benefit of limitations upon all future owners of lots in said subdivision, this declaration of restrictions being designated for the purpose of keeping said lots in said 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 site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

The Protective Covenants are as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

The above restrictions are placed on the property and lots hereinabove specified and set forth as a part of the general scheme or plan of development for the benefit of all owners of property hereinabove specified and said covenants are and shall be binding upon all present and future owners of said land, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said property. These covenants may be enforced by Country Cove, Inc. or by one or more of the owners of lots within the subdivision.

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This Agreement is to be in full force and effect until January 1, 2019.

This the 5 day of September, 1989.



COUNTRY COVE, INC.

BY: J. Kemp Davis
J. Kemp Davis, President

ATTEST:

Gwen P. Davis
Gwen P. Davis, Secretary

NORTH CAROLINA
RANDOLPH COUNTY

This the 5 day of September 1989, personally came J. Kemp Davis, who, being by me duly sworn, says that he is the President of COUNTRY COVE, INC., and on the same date, personally came before me, Gwen P. Davis, who, being by me duly sworn, says that she is the Secretary of the aforesaid corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing is the corporate seal of the said corporation, and that said writing was signed and sealed by them in behalf of said corporation, by its authority duly given. And the same J. Kemp Davis and Gwen P. Davis acknowledged the said writing to be the act and deed of said corporation.

September, 1989.

Charles R. Gregory
Notary Public

My Commission Expires:
September 22, 1991



NORTH CAROLINA - Randolph County
The foregoing certificate(s) of _____

Charles R. Gregory
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 1244
Page 1556. This 8 day of September, 1989 at 4:10 o'clock P.M.

Ann Shaw, Register of Deeds
By Ann Shaw Register of Deeds

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EXHIBIT "A"

Restrictive Covenants, Country Cove, Section Five

1. This property shall be used for residential purposes only.
2. Only single family dwellings shall be permitted.
3. No residence shall be built that shall contain less than 1,500 square feet of heated floor space exclusive of carports, porches, and garages. In case of residences of more than one story, the ground floor must contain a minimum of 900 square feet. All residences must have a carport or a garage attached.
4. No residence shall be built on any lot containing less than 40,000 square feet.
5. All construction plans of homes and other buildings, including set back lines for the front and side, must be submitted and approved by the developers of Country Cove, Inc., Section Five.
6. No structures shall be built with cement or concrete blocks left showing from the outside appearance.
7. No imitation brick siding shall be used, nor shall be permitted. No asbestos shingles.
8. No mobile, modular, or pre-fabricated homes shall be permitted.
9. No shell homes of a temporary character shall be permitted.
10. No lot or part of a lot shall be used for access to property adjoining Country Cove, Inc., except that which is designated by Country Cove, Inc.
11. No unlicensed vehicles shall be permitted on any lot.
12. No animals or livestock shall be kept on any lot, except domestic or household pets may be kept, provided that they are not raised or kept for commercial use. No more than two dogs per household, and these must be leashed or confined at all times.
13. All fences and kennels must be approved by Country Cove, Inc.
14. No obnoxious or offensive affairs or activities that should become an annoyance to the neighborhood shall be permitted.
15. All sewage disposal shall be made through the use of approved septic tanks.
16. No lot shall be used for the purpose of raising a garden, before or

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after the construction of the residence, except that after the residence has been built, a small garden for the purpose of raising vegetables, not to be sold, shall be allowed.

17. No lots shall be used for the purpose of storage, except for those building materials to be used in the construction of a residence, for that particular lot, may be used (kept) for a period not to exceed twelve months. Any construction time beyond this, must be approved by Country Cove, Inc.
18. All driveways shall be paved, concrete, or asphalt.
19. The individual property owner of each lot in this subdivision shall be responsible for the maintenance and erosion control of said property, including any ditch lines to the edge of the street pavement.
20. The foregoing covenants, restrictions, and conditions shall run with the land and shall be kept, observed, and performed by the parties charged therewith for a period of thirty (30) years from the date of recording of this Declaration of Restrictive Covenants.
21. Any restriction, covenant, or condition herein set forth, may be removed, modified, or changed by securing the written consent of Country Cove, Inc., which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Randolph County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of Country Cove, Inc., its successors and assigns.
22. Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain or to recover damages.
23. Invalidation of any one of these covenants by judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.