

NORTH CAROLINA

RESTRICTIVE COVENANTS

RANDOLPH COUNTY

These restrictive covenants made this 31st day of August, 1989, by G. Thomas Moore and wife, Iva P. Moore:

W I T N E S S E T H:

That G. Thomas Moore and wife, Iva P. Moore are the owners and developers of Island Oak Subdivision, as shown on plat recorded at Plat Book 31, Page 37, Randolph County Registry.

That these restrictive covenants are placed upon the aforesaid property in order to effectuate the well-classified, orderly, and proper development of said lands as a residential district with certain minimum standards;

NOW, THEREFORE, said owner of the aforesaid property does hereby covenant and agree with all persons, firms, or corporations hereinafter acquiring any property in said Subdivision, that all lots in said Subdivision are hereby subject to the following restrictions as to the use thereof:

1. No lot to which these restrictions apply shall be used except for single-family residential conventionally built homes.
2. Each owner of the lot to which these restrictions apply shall at all times maintain his lot in a well-kept condition.
3. No stale garbage, or any other conditions conducive to the breeding of flies and rodents, or otherwise prejudicial to health and well-being of the lot owners shall be permitted to continue on any lot.
4. 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 an annoyance to the neighboring lot owners.
5. No conventionally built home of less than Eleven Hundred (1100) square feet exclusive of porches and carports shall be constructed on any lot. Once construction of such a building has begun, the exterior must be complete within twelve (12) months.
6. No swine or bees shall be permitted upon or kept upon any lot. No animals, livestock or poultry of any kind shall be raised, bred, or kept upon any lot for any commercial purposes. Dogs, cats, or other household pets, and livestock other than swine may be kept provided that the facility to contain any such animal or pet shall be kept in a neat and sanitary condition and located in such a manner as to cause no objectionable odor or unsanitary condition affecting adjoining property owners in the Subdivision.
7. No junk automobiles or vehicles which are not properly licensed shall be allowed to remain on the property.

The above covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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Enforcement shall be made by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

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.

IN WITNESS WHEREOF, the said owner has caused this document to be executed this 31st day of August, 1989.

G. Thomas Moore (SEAL)
G. THOMAS MOORE

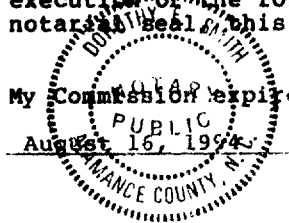
Iva P. Moore (Seal)
IVA P. MOORE

NORTH CAROLINA
RANDOLPH COUNTY

I, a Notary Public in and for said County and State, do hereby certify that G. THOMAS MOORE and wife, IVA P. MOORE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notary seal on this 31st day of August 1989.

My Commission expires:

August 16, 1994



Dorothy F. Smith
Notary Public

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of

Dorothy F. Smith

Notary Public of

Alameda County, NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1244
Page 1748, This 12th day of Sept, 1989 at 2:30 o'clock P. M.

Ann Shaw, Register of Deeds

By *Pam Hall*, Deputy Register of Deeds