

Prepared By: Elizabeth M. Koonce, Attorney at Law (js)
Mail To: Roberson, Haworth & Reese, P. C. Box 1550, High Point, NC 27261

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NORTH CAROLINA

RESTRICTIVE COVENANTS
OAK FOREST, SECTION 6
PLAT BOOK 31, PAGE 30

RANDOLPH COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT BOYD, FRYE, HILL PROPERTIES, A NORTH CAROLINA PARTNERSHIP, THE OWNER AND DEVELOPER OF THE SUBDIVISION KNOWN AS OAK FOREST, SECTION 6, MAP OF WHICH IS RECORDED IN PLAT BOOK 31, AT PAGE 30, IN THE OFFICE OF THE REGISTER OF DEEDS FOR RANDOLPH COUNTY, NORTH CAROLINA, DOES HEREBY COVENANT AND AGREE WITH ALL PERSONS, FIRMS OR CORPORATIONS NOW OWNING OR HEREINAFTER ACQUIRING ANY LOTS IN SAID SUBDIVISION, THAT ALL LOTS IN SAID SUBDIVISION ARE HEREBY SUBJECT TO THE FOLLOWING RESTRICTIONS AS TO THE USE THEREOF:

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 1500 square feet of heated floor space exclusive of carports, porches, and garages. In case of a residence of more than one story, the ground floor must contain a minimum of 800 square feet.
4. No structure shall be built with cement or concrete blocks left showing from the outside appearance.
5. No imitation brick siding shall be used, nor shall any asbestos shingles be used.
6. No mobile, trailer or manufactured homes shall be permitted.
7. No shell homes, or homes of a temporary character shall be permitted.
8. No lot, or part of a lot, shall be used as a street for access to property adjoining Oak Forest, Section 6.
9. No junk cars shall be permitted on any lot.
10. No animals or livestock shall be kept on any lot except for domestic or household pets may be kept provided they are not raised or kept for commercial use.
11. All fences of any kind must be approved by the

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developers of Oak Forest, Section 6.

12. No obnoxious or offensive affairs or activities that shall become an annoyance to the neighborhood shall be permitted.

13. All sewage disposal shall be made through the use of city sewage.

14. No lot shall be used for the purpose of raising a garden except that after a residence has been built, a small garden for the purpose of raising vegetables not to be sold commercially shall be allowed.

15. No lot shall be used for the purpose of storage, except that building materials to be used in the construction of a residence for that particular lot may be kept for a period not to exceed six (6) months.

16. All driveways shall be paved with either concrete or asphalt.

17. Side ditches and drainage easements to the edge of street pavement must be maintained according to the standards set out by the Department of Natural Resources and Environmental Protection Agency.

18. The Developer, its successors or assigns, may waive any minor violation of or grant minor variances from these restrictive covenants by appropriate instrument in writing and in recordable form. A waiver or variance by the Developer, its successors or assigns, shall be conclusive upon all parties bound by these restrictions.

19. These restrictive covenants may be enforced in courts of appropriate jurisdiction. The Developer, its successors or assigns, without limitation of any other available remedies, shall be entitled to seek damages or injunctive relief, and each owner agrees that injunctive relief is an appropriate remedy for the enforcement of these covenants. If the Developer, its successors or assigns, seeks enforcement of these restrictive covenants, it shall also be entitled to recover all reasonable costs, fees, and expenses incurred in connection with the enforcement of the

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covenants, including, without limitation, reasonable attorneys' fees and expert witness fees.

WITNESS the hands and seals of the partners of Boyd, Frye, Hill Properties, a North Carolina Partnership, this the 20th day of September, 1989.

BOYD, FRYE, HILL PROPERTIES,
a North Carolina Partnership

BY: Stephen V. Hill (SEAL)
STEPHEN V. HILL, Partner

BY: Darrell L. Frye (SEAL)
DARRELL L. FRYE, Partner

BY: William T. Boyd (SEAL)
WILLIAM T. BOYD, Partner

First National Bank of Randolph County and Thomas L. O'Briant, Trustee, join in these Restrictive Covenants for the purpose of subordinating the lien of that Deed of Trust recorded in Book 1227, Page 1778, Randolph County Registry, to said Restrictive Covenants.

Thomas L. O'Briant (SEAL)
THOMAS L. O'BRIANT, Trustee

FIRST NATIONAL BANK OF RANDOLPH COUNTY

BY: J. A. [Signature] (SEAL)
President



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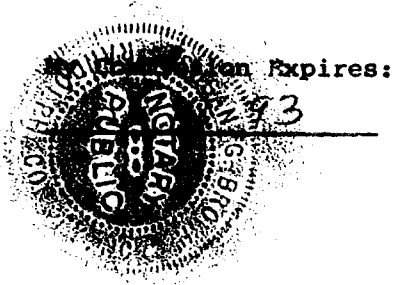
STATE OF NORTH CAROLINA

COUNTY OF Randolph

I, a Notary Public of the County and State aforesaid, certify that michael C. Miller personally appeared before me this day and acknowledged that he is _____ Secretary of FIRST NATIONAL BANK OF RANDOLPH COUNTY, 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 _____ Secretary.

Witness my hand and official stamp or seal, this 29th day of September, 1989.

Susan G. Brown
Notary Public



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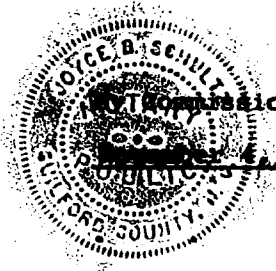
STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, a Notary Public of the County and State aforesaid, certify that STEPHEN V. HILL, DARRELL L. FRYE and WILLIAM T. BOYD, Partners in BOYD, FRYE, HILL PROPERTIES, a North Carolina Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing restrictions.

Witness my hand and official stamp or seal, this 20th day of September, 1989.

Joyce B. Schultz
Notary Public



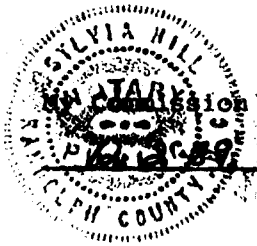
STATE OF NORTH CAROLINA

COUNTY OF Randolph

I, a Notary Public of the County and State aforesaid, certify that THOMAS L. O'BRIANT, Trustee for First National Bank of Randolph, personally appeared before me this day and acknowledged the due execution of the foregoing restrictions.

Witness my hand and official stamp or seal, this 29th day of September, 1989.

Sylvia Hill
Notary Public



NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Susan G. Brown, Joyce B. Schultz, Sylvia Hill, N.P.'s

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1245 Page 1968. This 29th day of Sept., 19 89 at 3:26 o'clock P. M.

By Paul Hall, Deputy Anna Shaw, Register of Deeds
Deputy Register of Deeds