

Wade Yates
179 E Sealsburg St
Asheboro

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NORTH CAROLINA
RANDOLPH COUNTY

KNOW ALL MEN BY THESE PRESENTS, that H. WADE YATES and wife, MINNIE W. YATES, are the owners and developers of certain lands to which these Protective Covenants shall apply, said property being described as follows:

BACK CREEK HILLS SUBDIVISION, including all sections thereof, this property being contiguous to U.S. Highway 64 and Back Creek.

The owners and developers do hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any property in said subdivision, that all lots in the subdivision as above described are hereby subject to the following restrictions as to the use thereof:

1. This property shall be used for residential purposes only and not more than one single private dwelling or residence designed for the occupancy of one family shall be erected on any lot in this subdivision; except a maximum of two residences may be permitted on Tracts 37 and 38, provided these residences meet all the other requirements of these Protective Covenants.
2. Any residence so erected shall contain a minimum of 1300 square feet of heated living area, exclusive of garage, breezeway, porch or carport area; provided further that at least 1000 square feet of this living area shall be on the main floor; provided further that the residence shall contain at least 1300 square feet under roof, which may include garage, breezeway, porch or carport area.
3. No mobile homes, house trailers, shell homes, modular homes or other manufactured homes shall be permitted on any of these lots. Only dwellings originally constructed on the premises shall be permitted, and no dwelling or other building previously constructed on other property may be moved on any of the lots covered by these covenants.
4. No imitation siding of any kind may be used on any building on any of these lots, and no cement blocks can be left showing from the outside.
5. All buildings shall be erected in conformity with the building lines as shown on the map and in accordance with all building restrictions of Randolph County for these lots.
6. Detached garages for use appurtenant to the dwelling are permitted, provided that said garages are constructed of brick, framing or other materials comparable to that used in the dwelling, and provided specifically that no tin or metal garages shall be permitted.
7. All toilets and lavatories shall be connected with outside septic tanks duly approved by the Randolph County Health Department, and no outdoor privies or any other toilets shall be permitted when not connected with an approved septic tank.
8. No horse, cow, hog, goat, chickens or other similar animals or fowls, or offensive or dangerous pets, including pit bulldogs, shall be maintained or permitted on any part of said property; provided, however, that horses and horse stables are permitted on lots 33A, 34A, 37A and 38A, provided further that horses and cows, together with fences or buildings, are permitted on that portion of lots 37A and 38A lying on the East side of Back Creek.
9. No junk automobiles or junk or unsightly debris of any nature shall be permitted on said premises.
10. No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any of the lots in said division, nor shall said lots in any way be used for other than strictly residential purposes.

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11. 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. No livery stable, barn or stable whatsoever, except as permitted in Paragraph 8 above, or public garage or filling station, shall or will be erected or suffered or permitted to be erected on any part of the lands of this subdivision.

12. No other outbuildings (other than detached garages as hereinbefore set out) shall be allowed on the premises without written permission by the developers.

13. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence, nor will any unsightly garbage cans be permitted.

14. All fuel oil tanks shall be buried and be beneath the surface of the ground; provided, however, that where a gas or other fuel tank may be subject to other periodic inspections, the tanks may be above ground, provided the tanks are camouflaged by shrubbery, paneling or other structure so that the fuel tanks will not be visible from the public street or from an adjoining lot.

15. This subdivision covers basically wooded areas, and for the beauty of the entire subdivision, it is desired that an abundance of trees shall remain on each lot. On these wooded lots, trees on each lot may be removed only as required in the construction of driveways or walkways, the construction of the house and a maximum of fifty (50) feet from the house. The other trees may be thinned out in the discretion of the lot owner, removing trees so that a tree would not be closer than thirty feet to another tree. Provided further that areas may be cleared for garden or other use, if these areas are more than 150 feet from the streets for public use.

16. No billboards, sign boards or unsightly objects of any kind shall be maintained on said lands in this subdivision or any part thereof with the exception of a sign "For Sale" or "For Rent", which sign shall not exceed 2 feet by 3 feet, except development signs.

The declarations herein shall constitute covenants to run with the lots in said subdivision and shall be binding on all persons or corporations or firms claiming under them and for the benefit of and limitations upon all future owners of lots in said subdivision, this declaration of restrictions being designed for the purpose of keeping said lots in said subdivision desirable and attractive for residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property 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 lot than is necessary to insure the same advantages to other lot owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

These restrictions and reservations are made for the benefit of any and all persons who may now own or who may hereafter own lots in this subdivision and such persons are specifically given the power to enforce these restrictions and reservations.

This 9th day of January, 1990.

H. Wade Yates (SEAL)
H. Wade Yates

Minnie W. Yates (SEAL)
Minnie W. Yates

NORTH CAROLINA
RANDOLPH COUNTY

I, Chas. J. Jester, Notary Public, do hereby certify that H. WADE YATES and WIFE, MINNIE W. YATES, personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants. Witness my hand and notarial seal, this 9th day of January, 1990.

Chas. J. Jester (SEAL)
NOTARY PUBLIC

My com. expires
Oct 24-1990

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of (H. Wade Yates, Minnie W. Yates)

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1251, Page 653, This 10 day of January, 1990 at 8:35 o'clock A. M.

By Ann Shaw Register of Deeds