

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS, made this the 6th day of January, 1969, by Phillip R. Craven and wife, Karen C. Craven; S. Neal Craven and wife, Aretta S. Craven; and Bobby L. McDuffie and wife, Clara V. McDuffie, all of Randolph County, North Carolina;

WITNESSETH:

THAT Phillip R. Craven and wife, Karen C. Craven; S. Neal Craven and wife, Aretta S. Craven; and Bobby L. McDuffie and wife, Clara V. McDuffie are the owners-developers of the certain real property located in Back Creek Township, Randolph County, North Carolina, and now duly platted as COUNTRY ACRES ESTATES, which said plat is recorded in the Office of the Register of Deeds of Randolph County, North Carolina, in Plat Book 30, Page 16;

841758  
THAT the owners-developers hereby make the following declaration as to limitation, 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 and 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 residential purposes shall not be permitted.

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 four (4) rooms, plus one bath, containing a minimum of 1,000 square feet of living area.
2. All residences shall be constructed at least thirty-five (35) feet from the front property lines, at least ten (10) feet from the side property lines of the subdivision lots or any division of the said lots and at least twenty (20) feet from the back property lines.
3. No used lumber, second-hand material or unsightly material shall be used in any construction on the property nor placed, stored or used on said property.
4. All residences shall be single family dwellings. No apartment houses shall be erected or licensed to exist on the property.
5. No manufactured homes except Class A double-wide manufactured homes on permanent masonry foundations shall be placed upon the property.
6. No junk motor vehicles or unlicensed motor vehicles shall be kept on any portion of the property or allowed to remain on any portion of the property.
7. All sewage disposal in connection with the use of the property shall be through the use of approved septic tanks and sanitary arrangements must comply with local and state health ordinances, laws and regulations.
8. No poultry or swine shall be kept or maintained upon the premises and no poultry or swine houses or facilities shall be constructed on or allowed to remain on the property. Horses shall be permitted on any lot.
9. No nuisance or offensive, noisy or illegal trade, activity, calling or transaction 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 residential purposes or the neighborhood wherein said premises are situated.

10. Developers hereby reserve the right to construct a street or road to subdivision specifications over any lot developed in this property to any other land or lands now owned or later acquired by the developers for access purposes; provided, however, this right is restricted to the developers and includes all lots which they may re-acquire after having been conveyed off. No third party grantee other than the developers or their heirs and assigns may use any portion of the described lots for road purposes. This reservation shall apply only to lots owned by the developers either prior to the initial sale or if re-acquired by them or previously laid out in the subdivision plans.

Said covenants shall be binding upon the present owners-developers, their successors, heirs and assigns, and shall be covenants running with the land and binding on all future owners.

IN WITNESS WHEREOF, Phillip R. Craven and wife, Karen C. Craven; S. Neal Craven and wife, Aretta S. Craven; and Bobby L. McDuffie and wife, Clara V. McDuffie have hereunto set their hands and seals to these Restrictive Covenants as of the day and year first above written.

Phillip R. Craven (SEAL)  
Phillip R. Craven

Karen C. Craven (SEAL)  
Karen C. Craven

S. Neal Craven (SEAL)  
S. Neal Craven

Aretta S. Craven (SEAL)  
Aretta S. Craven

624100

Bobby L. McDuffie (SEAL)  
Bobby L. McDuffie

Clara V. McDuffie (SEAL)  
Clara V. McDuffie

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, Anna G. Pugh, a Notary Public in and for said County and State aforesaid, do hereby certify that Phillip R. Craven and wife, Karen C. Craven; S. Neal Craven and wife, Aretta S. Craven; and Bobby L. McDuffie and wife, Clara V. McDuffie personally appeared before me this day and acknowledged the due execution of the Restrictive Covenants for the purposes therein expressed.

Witness my hand and notarial seal, this the 26th day of February, 1990.

My commission expires: 5/15/90

Anna G. Pugh  
Notary Public

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of

Anna G. Pugh, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1253

Page 1708, This 26 day of February, 1990 at 4:19 o'clock P. M.

Ann Shaw, Register of Deeds

Ann Shaw, Deputy Register of Deeds