

Flinchum Realty, Inc.  
Lawrence Flinchum  
P.O. Box 155  
Julian, NC 27283 002014

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**NORTH CAROLINA**  
**RANDOLPH COUNTY**

**AMENDED**  
**RESTRICTIVE COVENANTS # 111**

THIS DECLARATION, made this 30<sup>th</sup> day of March, 30, 1990 by RAYMOND JUNIOR FLINCHUM and PEGGY SUE F. DAVIDSON, both as individuals and as attorneys-in-fact for BOBBY GRAY FLINCHUM and wife, GRACE J. FLINCHUM, BILLY RAY FLINCHUM and wife, BOBBIE S. FLINCHUM, DONALD LEE FLINCHUM and wife, DEBORAH FLINCHUM, WALTER LARRY DAVIDSON, husband of PEGGY SUE F. DAVIDSON, PHILIS A. MELTON and husband, ROLAND CURTIS MELTON, and IDA MAE FLINCHUM, wife of RAYMOND JUNIOR FLINCHUM, WILLIAM H. SEAWELL and wife, JUDY W. SEAWELL, and ROBY F. WOODS and wife, GAYLE J. WOODS, hereinafter referred to as "declarant";

**W I T N E S S E T H:**

THAT declarant is the owner and developer of a certain tract or parcel of land located in Liberty Township, Randolph County, North Carolina containing 93.25 acres, more or less, as shown on a survey entitled "W. L. Flinchum Heirs", by G. Thomas Moore, R.L.S., Liberty, North Carolina, dated November 3, 1989, and recorded at Plat Book 31, Page 64 in the Office of the Register of Deeds of Randolph County; and

THAT ROBY F. WOODS and wife, GAYLE J. WOODS are the owners of Lots No. 8 and WILLIAM H. SEAWELL and wife, JUDY W. SEAWELL are the owners of Lot No. 11.

WHEREAS Declarants and Owners wish to modify Restrictive Covenants heretofore recorded;

WHEREAS, declarant will convey the numbered lots in said subdivision to persons who may thereafter at some time erect residences thereon; and

WHEREAS, it is in the best interest of the declarant and future owners to establish a uniform plan pertaining to the development, enjoyment and use of said subdivision, and to put all persons on notice of the same.

NOW, THEREFORE, declarant declares that all of the lots shall be subject to the easements, restrictions, covenants and conditions set forth below which shall remain and run with the land and all parts thereof by whomever owned and all conveyances of any of the lots shall be subject to the same.

(1) Residential Use. The lots shall be used for residential purposes only and no lot nor building thereon shall be used for the purpose of trade, business or manufacturing.

LIAM H. FLOWE, JR.  
ATTORNEY AT LAW  
P.O. BOX 1913  
LIBERTY, N.C. 27290

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No structure, other than the main dwelling, shall be used as a dwelling, either permanently or temporarily.

(2) Building Type. As to lots numbers 1, 2, 3, 4, 5, 6, 7, and 8 any single family dwelling placed thereon shall contain at least 1,100 square feet. A doublewide mobilehome shall be permitted on said lots if placed upon a permanent foundation.

As to lots numbers 9, 10, 11, 12, 13, 14, 15, and 16 any single family dwelling placed thereon shall contain at least 720 square feet. Any mobilehomes placed on said lots shall be placed upon a permanent foundation.

All computations of square footage shall exclude basement, porches and garages.

Nothing contained herein shall prevent the erection of sheds, outbuildings, or other structures.

(3) Landscaping. All landscaping shall be done in such manner that erosion and sedimentation shall be stabilized and controlled in accordance with the applicable state and county regulations.

(4) Easements. In addition to the easements shown on the aforesaid plat, an easement 15 feet in width is reserved along each side and rear lot line for installation and maintenance of utilities.

(5) Maintenance. Each lot shall be maintained and preserved in a clean, orderly and attractive manner within the spirits of the subdivision. Each owner shall be responsible for the maintenance of the portion of the road right of way between his lot and the road. Trash, garbage or other waste shall be kept in sanitary containers and placed in such a manner that such containers shall be screened from the public view except on the day of collection and promptly removed from the street after collection.

(6) Animals. All pets shall be confined to the owners' or occupants' premises. No chicken houses or hog pens shall be permitted on any lot.

(7) Vehicles. No junk automobiles nor any other type of salvage shall be placed on any lot so as to be visible by others.

(8) Nuisances. No lot shall be used in any such manner as to cause such lot to appear unclean or unkempt; no substance shall be kept upon any lot which will permit foul or obnoxious odors; no lot shall be used in any manner that will or might

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disturb the peace, quiet, comfort or serenity of the surrounding lots.

(9) Enforcement of Restrictions. In the event legal action shall be instituted by the declarant to enforce any of the provisions of these restrictions, then, in the event of successful conclusion of the legal action in favor of the declarant, the respondent shall be obligated to pay all legal expenses incurred by the declarant in the enforcement of these covenants.

This declaration shall run with the land and shall be binding on all parties claiming under the declarant for a period of twenty-five (25) years from the date of recordation, after which time the same shall be automatically extended for consecutive periods of ten (10) years each unless an instrument signed by a majority of the owners of the lots shall be recorded agreeing to change or terminate this declaration in whole or in part. This declaration may be enforced at law or in equity by the declarant, his heirs or successors, or by the owner of any lot. Invalidation of any one of these covenants or any part thereof shall in no way effect the remainder.

Declarant may appoint a successor by an instrument filed in the Randolph County Registry. Declarant reserves a right to waive, in whole or in part, any of the foregoing.

IN WITNESS WHEREOF, the declarant has set hand and seal the day and year first above written.

Raymond Junior Flinchum (Seal)  
RAYMOND JUNIOR FLINCHUM, Individually  
and as Attorney-in-Fact

Peggy Sue F. Davidson (Seal)  
PEGGY SUE F. DAVIDSON, Individually  
and as Attorney-in-Fact

William H. Seawell (Seal)  
WILLIAM H. SEAWELL

Judy W. Seawell (Seal)  
JUDY W. SEAWELL

Roby F. Woods (Seal)  
ROBY F. WOODS

Gayle J. Woods (Seal)  
GAYLE J. WOODS

NORTH CAROLINA

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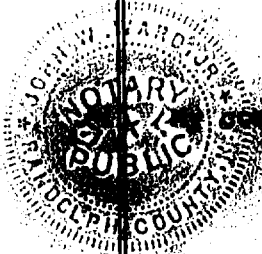
RANDOLPH COUNTY

I, JOHN W. WARD, JR, a Notary Public for said County and State, do hereby certify that RAYMOND JUNIOR FLINCHUM and PEGGY SUE F. DAVIDSON, attorneys-in-fact for BOBBY GRAY FLINCHUM and wife, GRACE J. FLINCHUM, BILLY RAY FLINCHUM and wife, BOBBIE B. FLINCHUM, DONALD LEE FLINCHUM and wife, DEBORAH FLINCHUM, WALTER LARRY DAVIDSON, husband of PEGGY SUE F. DAVIDSON, PHILIS A. MELTON and husband, ROLAND CURTIS MELTON, and IDA MAE FLINCHUM, wife of RAYMOND JUNIOR FLINCHUM, and that their authority to execute and acknowledge said instrument is contained in an instrument duly executed in the office of the Register of Deeds in the County of Randolph, State of North Carolina, on the 28th of December, 1989, and that this instrument was executed under and by virtue of the authority given by said instrument granting them power of attorney.

I do further certify that the said RAYMOND JUNIOR FLINCHUM and PEGGY SUE F. DAVIDSON, acknowledge the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said BOBBY GRAY FLINCHUM and wife, GRACE J. FLINCHUM, BILLY RAY FLINCHUM and wife, BOBBIE B. FLINCHUM, DONALD LEE FLINCHUM and wife, DEBORAH FLINCHUM, WALTER LARRY DAVIDSON, husband of PEGGY SUE F. DAVIDSON, PHILIS A. MELTON and husband, ROLAND CURTIS MELTON and IDA MAE FLINCHUM, wife of RAYMOND JUNIOR FLINCHUM.

Witness my hand and official seal, this 30 day of MARCH, 1990.

John W. Ward, Jr  
NOTARY PUBLIC



Commission expires: 4-15-1994

WILLIAM H. FLOWE, JR.  
ATTORNEY AT LAW  
POST OFFICE BOX 1515  
LIBERTY, N.C. 27268

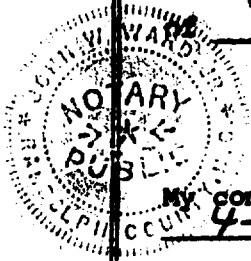
NORTH CAROLINA

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RANDOLPH COUNTY

I, JOHN W. WARD, JR., a Notary Public for said County and State, do hereby certify that RAYMOND JUNIOR PLINCHUM and PEGGY SUE F. DAVIDSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day MARCH, 1990.



John W. Ward, Jr.  
NOTARY PUBLIC

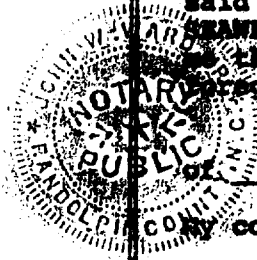
My commission expires: 4-15-94

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, JOHN W. WARD, JR., a Notary Public for said County and State, do hereby certify that WILLIAM H. SEAWELL and wife, JUDY W. SEAWELL personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day MARCH, 1990.



John W. Ward, Jr.  
NOTARY PUBLIC

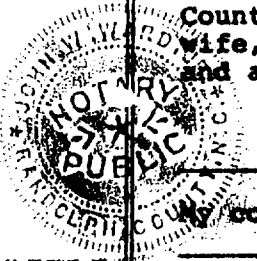
My commission expires: 4-15-94

STATE OF NORTH CAROLINA

RANDOLPH COUNTY

I, JOHN W. WARD, JR., a Notary Public for said County and State, do hereby certify that ROBY F. WOODS and wife, GAYLE J. WOODS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of MARCH, 1990.



John W. Ward, Jr.  
NOTARY PUBLIC

My commission expires: 4-15-94

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of John W. Ward, Jr., N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1255  
Page 2014, This 6<sup>th</sup> day of April, 19 90 at 1:50 o'clock P. M.

By Ann Shaw, Register of Deeds  
Pauntale, Deputy Register of Deeds