

Trollinger Law Co.
200 North St.
Asheboro, NC 27203

NORTH CAROLINA
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

10th

THESE RESTRICTIONS, Made this 20th day of APRIL, 1990, by and between Trollinger Investment Company, a North Carolina corporation, with its principal office and place of business in Asheboro, North Carolina;

W I T N E S S E T H:

THAT WHEREAS, Trollinger Investment Company is the owner and developer of certain land in Randleman Township, Randolph County, North Carolina, described in deed in Book 1162, Page 1186, Randolph County Registry, a portion of which has now been platted into a subdivision known as Dayspring Subdivision, Section 4, consisting of Lots Nos. 61 through 76. Said subdivision map was prepared by Steven D. Brown, Registered Land Surveyor, and recorded in Plat Book 32, Page 18, Randolph County Registry, on APRIL 20, 1990.

These restrictions apply only to Section 4 of Dayspring Subdivision as recorded and specifically do not apply to any other property described in the deed in Book 1162, Page 1186.

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The lots referred to above in Dayspring Subdivision, Section 4 (except Lot No. 67A) are subject to the following declarations of limitations, restrictions and uses, which constitute covenants running with the lots in subdivision and shall bind all parties, corporations, persons or firms claiming ownership thereof. This declaration of restrictions is being designated for the purpose of keeping said lots visually desirable, uniform and suitable in architectural design, and to insure the use of said lots for attractive residential purposes only, and 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 his or her free and undisturbed use than is necessary to insure the same advantages to the other lot owners. Nothing tending to detract from the attractiveness and value of the property for residential purposes will be permitted.

The restrictions hereby imposed are as follows.

1. This property shall be used for single family residential purposes only.
2. The ground floor of a single-story dwelling, exclusive of open porches and garages, shall not be less than 1100 square feet of heated area above ground; not less than 700 square feet above ground for a dwelling of more than one story; and in no event shall the total heated area be less than 1100 square feet.
3. No building shall be located on any lot nearer the front lot line or nearer to the side street line than the minimum building setback line as shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line except that a 5 foot side yard shall be required for garage or other permitted accessory building located 100 feet or more from the minimum building front setback line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building. Provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot nor violate any of the zoning requirements of the Town of Randleman.
4. No dwelling shall be erected on any lot having a land area of less than 15,000 square feet.

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5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear fifteen feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

6. No noisy, offensive, or illegal trade, calling, transaction or nuisance 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.

7. No single or double-wide mobile homes (whether on permanent foundation or not), house trailers, shell homes, or modular homes, including any home which is manufactured and has either a certificate of origin or a title, shall be permitted on any portion of the subdivision.

8. No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences. No previously occupied home may be moved to and set upon any lot.

9. There shall be no junk vehicles kept on the premises, no travel trailers or trailers designed for sleeping shall be parked on said premises closer to the street upon which the residence fronts than 75 feet.

10. No cattle, swine, fowl, goat or other livestock shall be kept and maintained on said premises.

11. Dogs such as Pit Bulls, Doberman Pinchers, Chows, German Shepherds, or any other dog which could be considered dangerous, shall not be allowed to run loose. No dogs shall be permitted to bark excessively, which is a disturbance to other home owners.

12. Foundation walls shall not have any exposed concrete blocks; provided, however, that concrete blocks may be used if treated and filled in such a fashion that they no longer may be distinguished as concrete blocks.

13. The developers reserve the rights as to the use of Lot 67-A to use the same as an access road to property lying North and adjacent to Lot 67-A, including the right to sell said lot to any third party for use as access road purposes. Any property use Lot 67-A as a private road or principal access road shall be used and/or developed for residential purposes only. No person or corporation shall have the right to use Lot 67-A as a road without the express written consent of the developers.

Said covenant 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. These restrictive covenants shall be in full force and effect for the period of time ending February 1, 2010.

IN WITNESS WHEREOF, Trollinger Investment Company has caused this document to be signed in its name by its President and attested by its Secretary, all with corporate authority duly given, the day and year first above written.

TROLLINGER INVESTMENT COMPANY

By *James A. S. [Signature]*
President

ATTEST:

[Signature]
Secretary

NORTH CAROLINA

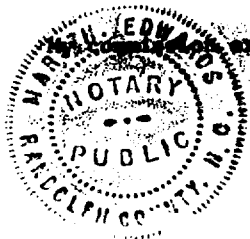
RANDOLPH COUNTY

This 20th day of April, 1990, personally came before me Paul D. Trolinger, who, being by me duly sworn, says that he is the President of Trolinger Investment Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company and that said writing was signed and sealed by him, in behalf of said Company, by its authority duly given. And the said Paul D. Trolinger acknowledged the said writing to be the act and deed of said Company.

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Witness my hand and seal this 20th day of April, 1990.

Mary H. Edwards
Notary Public



expires: 3/24/95

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Mary H. Edwards, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1257,
Page 171, this 20th day of April, 19 90 at 9:37 o'clock A. M.

Ann Shaw, Register of Deeds
By Cynthia Baynes Deputy Register of Deeds