

Allen Bullard  
c/o Coltrane - Bullard Realty  
~~171 N. Fayetteville St.~~  
Asheboro, NC 27203  
707 S. Cox St.

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Prepared by: SMITH, CASPER & SMITH, Attorneys at Law, Asheboro, N.C. 27203

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

RESTRICTIVE COVENANTS

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THESE RESTRICTIVE COVENANTS, made this the 29 day of MAY,  
1990, by STEVE MANESS and JIMMY SCOTT doing business as M & S ENTERPRISES, a  
North Carolina General Partnership, of Randolph County, North Carolina;

W I T N E S S E T H:

That Steve Maness and Jimmy Scott doing business as M & S  
Enterprises, a North Carolina General Partnership, are the owners-developers  
of that certain real property in Randleman Township, Randolph County, No-  
Carolina, and now duly platted as Fox Run Subdivision, which said plat is now  
recorded in the office of the Register of Deeds of Randolph County, North  
Carolina in Plat Book 31, Page 56.

That the owners-developers hereby make the following declaration as  
to limitations, 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 residence purposes will not be permitted.

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The Covenants are as set forth below:

- (1) This property shall be used for residential purposes only.
- (2) Every residence erected shall contain a minimum of 1200 square feet of heated area on the main floor if single story and 1300 square feet of heated area if one and one-half story, two story or split level; provided that if the residence is other than single story the main level shall have at least 800 square feet.
- (3) All houses shall be built at least 30 feet from the front property line and at least 10 feet from the side property line.
- (4) No cattle, swine, fowl, goats or other livestock (except horses or ponies) shall be kept and maintained on said premises.
- (5) No single or double-wide mobile homes (whether on permanent foundation or not), house trailers, or shell homes shall be permitted on any portion of the subdivision. All residences shall be "stick built." No residence can be moved onto a lot.
- (6) No metal fence can be located closer to the road than the front building line of the residence.
- (7) Foundation walls shall not have any exposed concrete blocks.
- (8) No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences.
- (9) No signboard of any description shall be displayed on any residential lot with the exception of a sign "For Sale" or "For Rent", which signs shall not exceed two feet by three feet except development signs
- (10) 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.
- (11) All detached buildings must be approved by the owners-developers.
- (12) There shall be no junk vehicles kept on the premises.

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. These restrictive covenants shall be in full force and effect for the period of time ending January 1, 2020.

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IN TESTIMONY WHEREOF, Steve Maness and Jimmy Scott doing business as M & S Enterprises, have executed these Restrictive Covenants the date and year first above written.

Steve Maness (SEAL)  
Partner

Jimmy Scott (SEAL)  
Partner

doing business as M & S Enterprises,  
a North Carolina Partnership

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

I, L. Allen Bullard, a Notary Public in and for said county and state aforesaid, do hereby certify that Steve Maness and Jimmy W. Scott, partners in M & S Enterprises, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes therein expres

WITNESS my hand and notarial seal, this the 29 day of May, 1990.

L. Allen Bullard  
Notary Public

My commission expires:  
May 18 1992



NORTH CAROLINA — Randolph County

The foregoing certificate(s) of L. Allen Bullard NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1261  
Page 655, This 30 day of May, 1990 at 9:52 o'clock A M.

Ann Shaw, Register of Deeds  
Shabbie Breen, Deputy Register of Deeds