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NORTH CAROLINA

DECLARATION OF RESTRICTIVE  
COVENANTS

RANDOLPH COUNTY

The purpose of these restrictions is to ensure owners of lots in this subdivision that the basic concept of development will not be changed over the years. These covenants will attempt to also safeguard the environment and thus enhance the investment of property owners in the subdivision.

KNOWN ALL MEN BY THESE PRESENTS that the undersigned Declarants covenant and agree to and with all persons, firms and corporations hereafter acquiring lots, in the development known as LIBERTY'S RUN as shown on the plat recorded in the Office of the Register of Deeds, Randolph County, North Carolina, in Plat Book 32 at Page 81, are hereby subjected to the following restrictions being appurtenant to and running with the said land by whosoever owned. These said restrictions shall apply to each and every lot as shown upon said recorded plat, EXCLUDING LOT 41 as hereinafter provided:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than on site-constructed, one detached single-family dwelling, and one detached or attached garage.

2. No dwelling shall be erected or permitted to remain upon any lot unless the ground floor area of the main structure of said dwelling, exclusive of one-story open porches shall be at least 1400 square feet of heated living space; in the case of multi-level homes the first floor of said minimum 1,400 square feet of heated living space shall have no less than 900 square feet of heated living space on the ground floor. The exterior of the structure shall be finished with industry-standard materials; no visible cinder or concrete block is permitted either in the foundation or other exterior areas of the structure.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot, including drainage ditches, and all improvements in it shall be maintained continuously by the owner of the lot, except for which a public authority or utility company is responsible. No detached storage sheds are permitted. Detached garages housing not to exceed three vehicles will be permitted if constructed of the same exterior material as the main structure. All buildings

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shall be constructed to the rear of the front building line as shown on the plat.

4. No structure of a temporary character, mobile home, trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All construction of residences shall be completed within 12 months of the commencement of construction. "Completion" hereunder shall include the proper seeding, sodding of lawns, landscaping and paving of driveways, as well as the establishing of proper soil erosion control and drainage in those areas needed.

5. No horses, cattle, swine, sheep or goats or other farm animals or fowl or structures associated with such animals or fowl shall be permitted. Household pets such as dogs, cats shall be properly restrained and maintained so as not to provide a nuisance or danger to others.

6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from the road. Owners shall arrange the timely and proper disposal of all household garbage and trash.

7. No fences, or walls, other than retaining walls not more than two feet in height above grade, may be built or allowed to remain upon any lot which shall extend nearer the street than the front of the house upon said lot or the front of the house upon the adjoining lot, whichever is the greater distance from the street. Fences or walls shall not be allowed on corner lots on the side street line nearer than the side of the house upon said lot or the front of the house upon the lot to the rear; whichever is the greater distance from the street. Restrictions contained in this paragraph may be amended or changed by the owners of all of the lots in the subdivision lying within 200 feet of the lot affected.

8. All driveways shall be paved, concrete or asphalt.

9. The exterior walls of all buildings for residential purposes shall not be constructed of cinder, cement or concrete blocks.

10. No mobile, modular, factory off-site constructed or trailer homes of any nature shall be permitted.

11. Liberty's Run is a wildlife sanctuary; there shall be no hunting of any nature.

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12. The individual property owner of each lot in said subdivision shall be responsible for the maintenance and erosion control of said property, including any ditch lines and that area to the edge of the street pavement.

13. Each lot owner shall not allow parked or stored, any unlicensed or inoperable motor vehicles on their lot or on the streets of the subdivision.

14. Each owner shall not park and shall not permit their guests to park on street.

15. Each owner shall keep paper, trash, cans, bottles, and other such debris picked up off of the yard in, the front, rear, and side of the residence and shall keep grass neatly mowed no higher than six inches and to keep shrubbery in the yard neatly trimmed.

16. The use of "Off-road" recreational vehicles is not permitted on any unpaved area of the subdivision. Operation of any vehicle on the paved areas shall be consistent with the local and state laws regarding noise, speed, safety and licensing.

17. No domestic animal lots and or houses for same shall be located closer than 10 feet to the rear or side line of any lot.

18. These covenants may be enforced by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages therefore and any enforcement proceeding may be brought by the owner or owners of any lot or group of lots.

19. Invalidation of any one these covenants or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant as long as Declarant is an owner of any lot or residence in the subdivision.

28. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from date these covenants are recorded, after which these said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of owners of the lots has been recorded, agreeing to change the said covenants in whole or in part. It is understood that Lot 41 is not apart of and is not subject to

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these restrictions; provided, Declarants agree to remove from lot 41 that double-wide mobile home located thereon before: a. when 20 lots are sold; or b., July 1, 1992, whichever occurs first.

IN TESTIMONY WHEREOF, the said Declarants, have signed this instrument this the 20th day of September, 1990.

DECLARANTS:

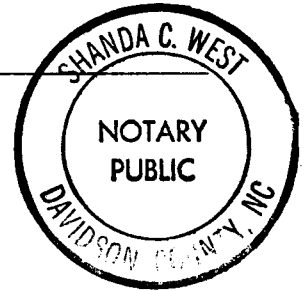
Nicholas J. Zedlar (Seal)  
Nicholas J. Zedlar  
Susan F. Zedlar (Seal)  
Susan F. Zedlar

NORTH CAROLINA

RANDOLPH COUNTY

I, Shanda C. West  
a Notary Public of Davidson County and State aforesaid, certify that Nicholas J. Zedlar and wife Susan F. Zedlar Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 20th day of September, 1990.

Shanda C. West  
Notary Public



My Commission Expires:

10-26-94

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Shanda C. West NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1274,

Page 608, This 21 day of September, 1990 at 10:29 o'clock A M.

By Debbie Green, Deputy Register of Deeds  
Ann Shaw, Register of Deeds