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PREPARED BY: O'BRIANT, O'BRIANT, BUNCH, WHATLEY, & ROBINS, Attorneys
Asheboro, North Carolina

NORTH CAROLINA

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RANDOLPH COUNTY

RESTRICTIVE COVENANTS

KEARNS AND McDOWELL, a North Carolina General Partnership, depose and say that they are the owners-developers of a certain tract of land in Providence Township, Randolph County, North Carolina, which they acquired from Helen B. Bates and husband, Carl C. Bates and Rolelia B. Lee and wife, Claire B. Lee, containing 50.02 acres, more or less, as shown on map by William C. Burrow, dated October 19, 1990, and being the property conveyed to KEARNS AND McDOWELL, a North Carolina General Partnership, by deed in Book 1279, Page 584, Randolph County Registry; and

WHEREAS, the Owners-Developers have developed a portion of said property into BOWMAN ACRES, the owners-developers hereby impose 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 upon all parties, corporations and persons or firms claiming 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 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 will not be permitted.

The Restrictive Covenants are as herein specified:

(a) This property shall be used only for single-family residential purposes. There shall be no mobile homes or manufactured homes other than Manufactured Homes, Class A: A manufactured home that meets or exceeds the construction standards promulgated by the U. S. Department of Housing and Urban Development that were in effect at the time of construction and that satisfies the following additional criteria:

- 1) The manufactured home has a length not exceeding four times its width (e.g. a "doublewide" unit); and
- 2) The pitch of the manufactured home's roof has a minimum vertical rise of two and two tenths feet for each twelve feet of horizontal run (2.2' in 12') and the roof is finished with shingles; and
- 3) The exterior siding consists predominately of vinyl or aluminum horizontal lap siding, wood or hardboard; and
- 4) A continuous, permanent masonry curtain wall or foundation, unpierced except for ventilation and access, is installed under the manufactured home; and
- 5) The tongue, axles, removable towing apparatus, and transporting lights are removed after final placement on the site.

Both manufactured homes and site built homes constructed upon any of said lots shall contain a minimum of one thousand (1,000) square feet of heated living area.

(b) 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.

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- (c) 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.
- (d) All residences shall be single family dwellings. No apartment houses shall be erected or licensed to exist on the property.
- (e) 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.
- (f) 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.
- (g) All garbage shall be kept in enclosed containers and shall be removed from the premises at least weekly (or more frequently if odors become a nuisance) to a county landfill or other approved site for garbage.
- (h) Dogs such as Pit Bulls, Doberman Pinchers, Chows, German Shepherds, or any other dogs which could be considered dangerous, will not be allowed to run loose. No dogs shall be permitted to bark excessively which is a disturbance to other home owners.
- (i) Lawns must be seeded and properly maintained. Each lot upon which a dwelling is located shall be landscaped and kept in good condition.
- (j) 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 residential purposes, or the neighborhood wherein said premises are situated.

The above covenants and conditions are placed on the said property as a part of the general scheme or plan of development for the benefit of all owners of any portion of the property described. 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. The owners-developers, or any lot owner, or any group of two or more lot owners, may enforce these restrictions. These restrictive covenants shall be in full force and effect for the period of time ending May 1, 2016.

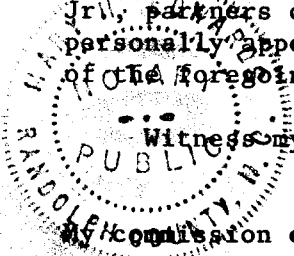
IN TESTIMONY WHEREOF, the parties have set their hands and seals, this 8th day of May, 1991.

KEARNS AND McDOWELL, a North Carolina General Partnership

BY: W. Reid Kearns (SEAL) BY: Herman K. McDowell, Jr. (SEAL)
 W. Reid Kearns, partner Herman K. McDowell, Jr., partner

NORTH CAROLINA - RANDOLPH COUNTY

I, Mary H. Edwards, a Notary Public in and for said County and State, do hereby certify that W. Reid Kearns and Herman K. McDowell, Jr., partners of KEARNS AND McDOWELL, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Witness my hand and notarial seal, this 9th day of May, 1991.

My commission expires 3/24/95 Mary H. Edwards
 NOTARY PUBLIC

NORTH CAROLINA — Randolph County

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

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1299, Page 168, This 13 day of May, 19 91 at 12:05 o'clock P M.

By Ann Shaw Perry Register of Deeds