

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

NORTH CAROLINA

RANDOLPH COUNTY

000285

RESTRICTIVE COVENANTS

George W. Crook and wife, Ray Nell S. Crook, depose and say that they are the owners-developers of a certain tract of land known as Brittany Forest Subdivision, located in Columbia Township, Randolph County, North Carolina, which they acquired by deed in Deed Book 954, Page 173, Randolph County Registry; and

WHEREAS, 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) All lavatories and/or toilets shall be built indoors and connected with an outside septic tank which shall be approved by the Randolph County Health Department, until such time as a sewer system shall be maintained, at which time the purchaser, his successors or assigns, agrees to connect said premises therewith without delay.
- (b) No more than one single family residence may be built on any one lot.
- (c) No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any of the lots in said subdivision, nor shall said lots in any way be used for other than strictly residential purposes.
- (d) 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.
- (e) No swine shall be kept or maintained on said property, or any portion thereof, nor shall any chicken yard or dog kennel be maintained thereon.
- (f) No billboards, sign boards, or unsightly objects of any kind shall be maintained on said lands in this subdivision or any part.
- (g) There shall be no trailers, mobile homes, modular or manufactured homes permitted upon any of the lands of this subdivision.
- (h) 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.
- (i) No structure shall be erected or placed on any lot unless said structure shall have at least 1000 square feet of living area exclusive of carports, garages, and porches.

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(j) No buildings shall be located on any building lot nearer than 10 feet to any side of lot line, or within 50 feet of the front line of each lot.

000286 (k) There shall be no cinder or cement blocks visible on any structure place on any of the lots in this subdivision.

(l) No land owners in the tract shall maintain any offensive or dangerous pets.

The above restrictions and reservations are made for the benefit of any and all persons who now may own, or hereafter may own, property in this subdivision and such persons are specifically given the right to enforce these restrictions and reservations and are placed 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 August 1, 2021.

IN TESTIMONY WHEREOF, the parties have set their hands and seals, this 6th day of August, 1991.

George W. Crook (SEAL)
George W. Crook

Ray Nell S. Crook (SEAL)
Ray Nell S. Crook

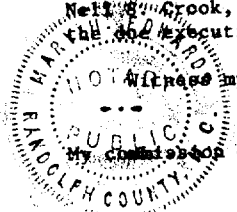
NORTH CAROLINA - RANDOLPH COUNTY

I, Mary H. Edwards, a Notary Public in and for said County and State, do hereby certify that George W. Crook and wife, Ray Nell S. Crook, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 6th day of August, 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 1305, Page 285, This 6 day of August, 19 91 at 3:12 o'clock P M.

By Ann Shaw, Register of Deeds
Ann Shaw, Register of Deeds