

000317

RESTRICTIVE COVENANTS

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WHEREAS, William O. Collier and wife, Betty T. Collier, are the owners and developers of Collier Court, as shown on plat recorded at Plat Book 33, Page 36, Randolph County Registry; and

WHEREAS, Roscoe Poe and wife, Mary S. Poe, are the owners of Lot No. 4 of Collier Court, as conveyed by deed recorded at Book 1303, Page 767, Randolph County Registry; and

WHEREAS, said owners and developers desire to place these Restrictive Covenants upon the aforesaid property in order to effect the well-classified, orderly, and proper development of said lands as a residential district with certain minimum standards as a part of a general scheme or plan of development for the mutual benefit of the owners of all lots in the Subdivision.

NOW, THEREFORE, said owners and developers do hereby place the following restrictions upon the above described land:

1.

LAND USE. No lot shall be used except for residential purposes, and no more than one single-family dwelling shall be placed or allowed to remain on any one lot. In addition to the dwelling and any attached garage, there shall be permitted on each lot an additional private garage and utility or storage building to be used in connection with the dwelling. For the purpose of this restriction, parents and children, irrespective of age, shall be considered one family unit.

2.

CONSTRUCTION TYPE, QUALITY AND SIZE. Only conventionally built homes shall be permitted. No manufactured home shall be permitted or allowed to remain on any lot; and no dwelling of any type containing less than 1,100 square feet of heated floor space, exclusive of porches, carports, and garages, shall be permitted. All dwellings and other buildings shall be of brick, masonite or cedar siding quality, or better, and shall be kept and maintained in good repair. No cement block or cinder block shall be exposed to view. Once construction of any dwelling or building has begun, the exterior must be completed within twelve months.

3.

BUILDING LOCATION. No building of any type shall be located on any lot nearer than 35 feet from the front and back

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property lines, nor nearer than 20 feet from any side property line.

4.

MAINTENANCE OF LOTS. All lots shall at all times be maintained and kept in a neat and sanitary condition. Trash, garbage and other waste materials shall be stored in sanitary containers pending proper disposal. No junk vehicle, stale garbage, unsightly or unsanitary condition, or any condition prejudicial to the health and welfare of the owners of all lots shall be permitted in the subdivision.

5.

LIVESTOCK AND POULTRY. No swine, bees, livestock, poultry, or other animal shall be permitted or allowed to remain on any lot. Household pets may be kept for non-commercial purposes.

6.

NUISANCE. No activity or conduct which is noxious, offensive, annoying, or which constitutes a nuisance shall be permitted. An affidavit signed by the current owners of a majority of the lots in the subdivision that an activity or conduct is in violation of this provision shall be conclusive evidence that a violation has occurred.

7.

TERM. These Restrictive Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten years each unless an instrument terminating or modifying the restrictive covenants is signed by the current owners of a majority of the lots and recorded.

8.

ENFORCEMENT. These Restrictive Covenants may be enforced by proceedings at law or in equity against any person or entity violating or attempting to violate any restriction, including injunctive relief and monetary damages. If such an action at law or in equity is filed, then the prevailing party shall be entitled to recover from the other party all reasonable expenses incurred, including reasonable attorney fees.

9.

SEVERABILITY. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other restrictions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, the 18th day of March, 1991.

William O. Collier (SEAL)
WILLIAM O. COLLIER

Betty T. Collier (SEAL)
BETTY T. COLLIER

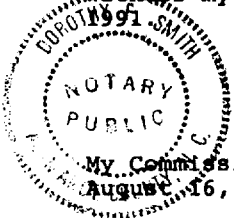
Roscoe Po (SEAL)
ROSCOE POE

Mary S. Po (SEAL)
MARY S. POE

NORTH CAROLINA
RANDOLPH COUNTY

I, a Notary Public in and for said County and State, do hereby certify that WILLIAM O. COLLIER and wife, BETTY T. COLLIER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 18th day of March,



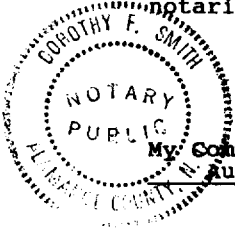
Dorothy J. Smith
NOTARY PUBLIC

NORTH CAROLINA
RANDOLPH COUNTY

I, a Notary Public in and for said County and State, do hereby certify that ROSCOE POE ~~and wife, MARY S. POE~~ personally appeared before me this day and acknowledged the

due execution of the foregoing instrument. Witness my hand and notarial seal, this 8th day of Nov., 1991.

Dorothy F. Smith
NOTARY PUBLIC



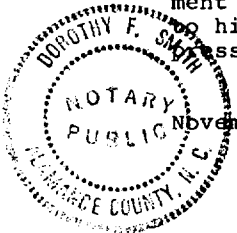
My Commission expires:
August 16, 1994

NORTH CAROLINA
RANDOLPH COUNTY

I, Dorothy F. Smith, a Notary Public, do hereby certify that Roscoe Poe, attorney-in-fact for Mary S. Poe, personally appeared before me this day and, being duly sworn, says that he executed the foregoing document for and in behalf of Mary S. Poe, and that his authority to execute and acknowledge said document is contained in a power of attorney duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Randolph County, North Carolina, on the 8th day of July, 1991, at Book 1303, Page 760, and that this document was executed under and by virtue of the authority granted to him in said power of attorney for the purposes therein expressed and in behalf of Mary S. Poe.

Witness my hand and notarial seal, this the 8th day of November, 1991.

Dorothy F. Smith
NOTARY PUBLIC



My commission expires
August 16, 1994

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of Dorothy F. Smith, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1312, Page 517, This 25 day of November, 19 91 at 10:54 o'clock A. M.

Ann Shaw, Register of Deeds
By Krista Lowe, Deputy Register of Deeds