

Mail to:

Drawn by: Benjamin S. Marks, Jr., Attorney

NORTH CAROLINA

RANDOLPH COUNTY

PO Box 1899
GIBORO, NC 27402

10/13

KNOW ALL MEN BY THESE PRESENTS:

001500

THAT FOREST FUTURES, INC., a North Carolina corporation, with its principal place of business in Randolph County, North Carolina, covenants and agrees that the lands in Liberty Township, Randolph County, North Carolina hereinafter described shall be and they are hereby subject to restrictive covenants as to the use thereof in the hands of whomever owned for the term hereinafter set out.

The lands restricted hereby are all of the lots in Fogleman Acres, Map Three, as per plat thereof recorded in Plat Book 34, Page 60, and Fogleman Acres, Map Four, as per plat thereof recorded in Plat Book 34, Page 61, in the Office of the Register of Deeds of Randolph County, North Carolina.

The restrictions imposed hereby are as follows:

1. All lots shown on said plat shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed two stories in height and a private garage for no more than two cars. No residence costing less than \$50,000.00 to the builder, exclusive of land, shall be constructed upon said premises.

2. No building shall be located on any lot nearer than 40 feet to the front lot line, nor nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house or other permitted accessory building located 100 feet or more from the front lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of building on lot to encroach upon another lot. Deviations from building restrictions not in excess of 10 percent shall not be construed as a violation of these restrictions.

3. No residential structure shall be erected or placed on any building plot having a width of less than 100 feet at the minimum building set-back line nor shall any residential structure be erected or placed on any building plot which has an area of less than 12,000 square feet.

4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or allowed to remain on any lot, including junk cars, which may be or become an annoyance or nuisance to the neighborhood, and no animals other than household pets shall be kept or allowed to remain on said property for any purpose.

5. No structure of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, barn or other outbuilding erected on said property shall be used as a residence either permanently or temporarily.

6. No manufactured homes of any kind shall be erected or allowed to remain on said property and all homes shall be "stick built." In no event shall concrete, cement or similar types of blocks be left exposed on the exterior of any building.

7. That any garage or outbuilding erected on said premises shall not be constructed of unsightly material but shall be at least the quality of German Siding, and shall be painted.

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8. There shall be no satellite disks placed upon the property and all drives and walks must be made of asphalt, concrete or brick.

9. No dwelling shall be erected or allowed to remain on any lot if the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1,200 square feet in the case of a one-story structure or less than 850 square feet in the case of a one and one-half or two-story structure.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over 10 feet on each side of lot line and over the rear 10 feet of each lot. Within these easements, no structure, planting, or other material 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 easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

11. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until December 31, 2026, at which time said covenants shall expire.

12. If the parties hereto, or any of their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so and to recover damages or other dues for such violation.

13. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Corporate party of the first part has caused these presents to be signed in its corporate name by its duly authorized officers and its seal to be hereto affixed by authority of its Board of Directors, this the 3rd day of January, 1992.



[Signature]
Secretary


FOREST FUTURES, INC.

By *[Signature]*
President

STATE OF NORTH CAROLINA - COUNTY OF RANDOLPH

I, the undersigned, a Notary Public of said County and State, do hereby certify that K. Mark Hammer personally came before me this day and acknowledged that _____ is _____ Secretary of Forest Futures, Inc., and that, by authority duly given, and as an act of the Corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by _____ him as its _____ Secretary.

Witness my hand and notarial seal/stamp, this the 3rd day of January, 1992.

Theresa L. Hayes
Notary Public


My Commission Expires: October 28, 1996

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NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Theresa L. Hayes, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1314
Page 1500, This 3rd day of January, 19 92 at 2:28 o'clock P M.

By Ann Shaw, Register of Deeds
Corrie Beynes, Deputy Register of Deeds