

✓ G. Thomas Moore: Rt. 1 Box 16
Liberty, N.C.
27298

18⁰⁰

001692

NORTH CAROLINA)
)
RANDOLPH COUNTY) RESTRICTIVE COVENANTS

THIS DECLARATION, made the 2ND day of March, 1992, by the following, hereinafter referred to as "Declarant":

Joseph Lee Moore and wife,
Josephine A. Moore; and
Arnold Curtis Moore and wife,
Frances Hughes Moore; and
George Thomas Moore and wife,
Iva P. Moore; and
Mable Moore Bray and husband,
Wilton B. Bray; and
Anna Moore Hinshaw and husband
Vogie Hinshaw.

W I T N E S S E T H

DECLARANT, is the owner and developer of **G.E. & ANNA C. MOORE, HEIRS SUBDIVISION**, located in Liberty Township, Randolph County, North Carolina, as shown by plat thereof recorded in Plat Book 34, Page 82; AND WHEREAS, Declarant will convey the numbered lots in **G.E. & ANNA C. MOORE, HEIRS SUBDIVISION** to persons who may thereafter at some time erect residences thereon; AND WHEREAS, it is in the best interest of the Declarant and future owners to establish a uniform plan pertaining to the development, enjoyment and use of **G.E. & ANNA C. MOORE, HEIRS SUBDIVISION**, and to put all persons on notice of the same.

NOW THEREFORE, Declarant declares that all the lots shall be subject to the easements, restrictions, covenants and conditions set forth below which shall remain and run with the land and all parts thereof by whomever owned, and all conveyances of any of the lots shall be subject to the same.

(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, there shall be permitted on each lot a private garage and utility or storage building to be used in connection with the dwelling.

(2) Construction type, Quality and Size. Only conventionally constructed dwellings shall be permitted. No mobile home, manufactured home, or modular home shall be permitted or allowed to remain on any lot. No dwelling of less than 1000 square feet of heated floor space, exclusive of porches, carports, and garages, shall be permitted. All

WILLIAM H. FLOWE, JR.
ATTORNEY AT LAW
POST OFFICE BOX 1313
LIBERTY, N.C. 27298

116335

buildings shall be of brick or german 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 property lines, nor nearer that 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 or bees shall be permitted or kept on any lot; and no other animal, livestock, or poultry shall be raised, bred, kept or allowed to remain on any lot for any commercial purpose. Household pets, poultry and livestock other than swine may be kept for non-commercial purposes, provided that the facility to contain any such pet, poultry, or animal shall be kept in a neat and sanitary condition and located in such a manner as to cause no objectionable odor or unsanitary condition affecting adjoining property owners in the subdivision.

(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.

001694

(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 WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, this the 2ND day of March, 1992.

Joseph Lee Moore (SEAL)
JOSEPH LEE MOORE

Josephine A. Moore (SEAL)
JOSEPHINE A MOORE

Arnold Curtis Moore (SEAL)
ARNOLD CURTIS MOORE

Frances Hughes Moore (SEAL)
FRANCES HUGHES MOORE

George Thomas Moore (SEAL)
GEORGE THOMAS MOORE

Iva P. Moore (SEAL)
IVA P. MOORE

Mabel M. Bray (SEAL)
MABLE MOORE BRAY

Wilton B. Bray (SEAL)
WILTON B. BRAY

Anna Moore Hinshaw (SEAL)
ANNA MOORE HINSHAW

Vogie Hinshaw (SEAL)
VOGIE HINSHAW

001695

NORTH CAROLINA

RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **JOSEPH LEE MOORE**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2ND day of March, 1992.

My commission expires:

Kimberly M. King
Notary Public

KIMBERLY M. KING
NOTARY
PUBLIC
NORTH CAROLINA
RANDOLPH CO., NC
RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **JOSEPHINE A. MOORE**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2ND day of March, 1992.

My commission expires:

Kimberly M. King
Notary Public

KIMBERLY M. KING
NOTARY
PUBLIC
NORTH CAROLINA
RANDOLPH CO., NC
RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **ARNOLD CURTIS MOORE**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2ND day of March, 1992.

My commission expires:

Kimberly M. King
Notary Public

KIMBERLY M. KING
NOTARY
PUBLIC
NORTH CAROLINA
RANDOLPH CO., NC
RANDOLPH COUNTY

NORTH CAROLINA

RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **FRANCES HUGHES MOORE**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2ND day of March, 1992.

My commission expires: May 22, 1995

Kimberly M. King
Notary Public

NORTH CAROLINA

RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **GEORGE THOMAS MOORE**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2ND day of March, 1992.

My commission expires: May 22, 1995

Kimberly M. King
Notary Public

NORTH CAROLINA

RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **IVA P. MOORE**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2ND day of March, 1992.

My commission expires: May 22, 1995

Kimberly M. King
Notary Public

NORTH CAROLINA

RANDOLPH COUNTY

001696

WILLIAM H. FLOWE, JR.
ATTORNEY AT LAW
POST OFFICE BOX 1313
LIBERTY, N.C. 27296

001697

NORTH CAROLINA

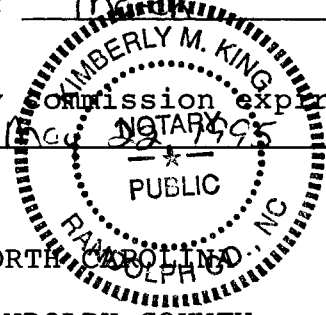
RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **MABLE MOORE BRAY**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2nd day of March, 1992.

My commission expires: _____

Kimberly M. King
Notary Public



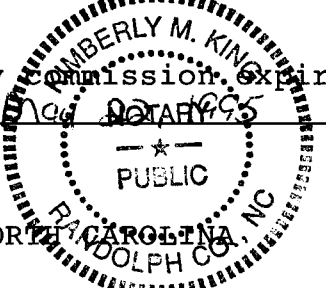
NORTH CAROLINA
RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **WILTON B. BRAY**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2nd day of March, 1992.

My commission expires: _____

Kimberly M. King
Notary Public



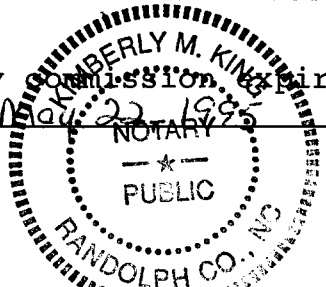
NORTH CAROLINA
RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **ANNA MOORE HINSHAW**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2nd day of March, 1992.

My commission expires: _____

Kimberly M. King
Notary Public



NORTH CAROLINA

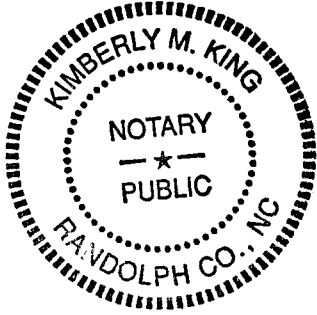
RANDOLPH COUNTY

I, Kimberly M. King, a Notary Public for said county and state, certify that **VOGIE HINSHAW**, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2nd day of March, 1992.

My commission expires: May 22, 1995

Kimberly M. King
Notary Public



NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Kimberly M. King, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1319, Page 1692, This 4th day of March, 19 92 at 2:24 o'clock P. M.

By Ann Shaw, Register of Deeds
Pauntall, Deputy Register of Deeds

001698