

NORTH CAROLINA

RANDOLPH COUNTY

PROTECTIVE COVENANTS

GEORGE B. JOHNSTON and wife, HAZEL B. JOHNSTON, the owner in fee simple of the real property described in Book 775, Page 345, Randolph County Public Registry, hereby makes 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 on all parties, corporations, and all persons or firms claiming under them and for the benefit of a 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 this home with no greater restriction upon the free and 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 residence purposes will not be permitted.

The Protective Covenants are as herein specified:

1. All lavatories and/or toilets shall be built indoors and connected with outside septic tank 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.

2. Not more than one residence may be built on any one lot.

3. No manufacturing or commercial enterprise, or enterprises or any kind shall be maintained upon any of the lots in said subdivision, nor shall said lots in any way be used for other than strictly residential purposes.

4. No nuisance, or offensive, noisy, or illegal calling or transaction shall be done, suffered, or permitted upon the lands in said subdivision, nor shall any lot or part of said subdivision be used or coupled 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. No public garage or filling station shall or will be erected or suffered or permitted to be erected on any part of the lands of this subdivision.

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5. No cow, hog, goat or similar animal shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon; specifically excepted from this particular covenant are horses kept for pleasure or sport and not for commercial ventures.

6. No billboards, sign boards or unsightly objects of any kind shall be maintained on said lands in this subdivision or any part thereof with the exception of the sign "For Sale" or "For Rent", which sign shall not exceed 2 feet by 3 feet, except development signs.

7. Nothing but a single, private residence designed for the occupancy of one family, shall be erected on any lot in this subdivision, nor shall said premises be used for any purpose other than residential purposes; no condominiums will be permitted; no mobile homes will be permitted and no modular homes will be permitted.

8. No manufactured homes, basement, tent, shack, garage, barn or other outbuilding erected on this tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; no unsightly garbage cans will be permitted.

9. No junk cars will be permitted upon any of the lands in this subdivision.

10. No residence shall be erected on any lot with less than 2,000 square feet footage of heated space.

11. All fuel oil tanks shall be buried and be beneath the surface of the ground; this covenant specifically does not include natural gas tanks.

12. The developer reserves the right to subject the real property in this subdivision to the following: easements for all utilities.

13. There shall be no cement or cinder blocks visible in any home or building erected on any lot.

14. All houses shall be built at least 50 feet from the front property line and at least 10 feet from the side property line.

15. All dwellings erected on said premises shall have full foundation walls.

The above restrictions are placed on the property and lots hereinabove specified and set forth as a part of the general scheme or plan of development for the benefit of all owners of property

hereinabove specified and said land, their successors, heirs and assigns, and shall be covenants running with the lands, binding on all future owners of said property.

This Agreement is to be in full force and effect until 1 April, 2022.

This the 15th day of April, 1992.

[Handwritten Signature]

GEORGE B. JOHNSTON (SEAL)
[Handwritten Signature]

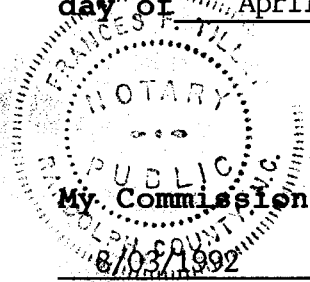
HAZEL B. JOHNSTON (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, Frances F. Tilley, a Notary Public of Randolph County, North Carolina, certify that GEORGE B. JOHNSTON and wife, HAZEL B. JOHNSTON personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 15th day of April, 1992.



[Handwritten Signature]

Notary Public

My Commission Expires: _____
8/03/1992

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Frances F. Tilley, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1324, Page 1100, This 27 day of April, 19 92 at 1:22 o'clock P M.

By Ann Shaw, Register of Deeds
Ann Shaw, Register of Deeds
By [Signature], Register of Deeds