

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS
"MT. PLEASANT ESTATES"
RECORDED IN PLAT BOOK 32 AT PAGE 38

KNOWN ALL MEN BY THESE PRESENTS: That CHARLES R. POWELL and wife, JUDY LUANN POWELL, Owners and Developers of the Subdivision known as "MT. PLEASANT ESTATES" a map of which is duly recorded in the Office of the Register of Deeds for Randolph County, North Carolina in Plat Book 32 at Page 38 do hereby covenant and agree with all other persons, firms or corporations hereafter acquiring any property in said subdivision, that all lots therein are hereby subjected to the following restrictions as to the use thereof, running with said property by whomsoever owned, to wit:

1. No lot shall be used for commercial purposes. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage and other outbuildings incidental thereto to be architecturally harmonious with the dwelling upon such lots.
2. No residence shall be built upon less than a minimum of one (1) lot as set out on the plat heretofore referred to. No residence shall be built with less than 1100 square feet of floor space exclusive of carports, porches, or garages. No one and one-half story or split level residence shall be built that shall have less than 800 square feet of floor space on the first floor, exclusive of carports, porches, or garages.
3. There shall be no junk vehicles allowed on the property.
4. There shall be no single-wide mobile homes allowed on this property in any shape or form.
5. No imitation or asbestos siding may be used and no cement blocks can be left showing from the outside appearance. All foundations must consist of regular size brick, this is to include the main residence and all outbuildings. ALL FOUNDATION WALLS MUST BE OF BRICK OF AT LEAST A CURTAIN WALL WITH NO PIERS EXPOSED.
6. An easement for installing and maintenance of utilities is hereby reserved along the front of each lot. Said easement shall be 10 FEET IN WIDTH.
7. The minimum front setback for any building on all lots in this subdivision shall be 50 feet from the road right of way line and the minimum side line restriction shall be 10 feet.

mail to: Don Miller, P. O. Box 4608, Archdale, N. C. 27263

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8. No animals or livestock shall be kept on any lot except that domestic or household pets may be kept provided they are not raised or kept for commercial use.

9. Fences may be used on these restricted lots in the following manner:

(a) From the rear of the house to the back of the lot chain link fences and decorative fences not to exceed 4 FEET in height are permissible; however, these fences may not be solid.

(b) From the rear of the house to the front lot line only rail fences a maximum of 36 inches high are permitted.

10. No obnoxious or offensive affairs or activities that shall become an annoyance to the neighborhood shall be permitted.

11. No lot shall be used for the purpose of raising a garden before or after the construction of the residence, except that after a residence has been built a small garden for the purpose of raising vegetables not to be sold shall be allowed.

12. No lot, or part of a lot shall be used as a street for access to property adjoining "MT. PLEASANT ESTATES" without the written approval of the Developers of "MT. PLEASANT ESTATES".

13. No lot shall be used for the purpose of storage, except that building materials to be used in the construction of a residence for that particular lot may be kept for a period not to exceed six (6) months. All building(s) must be completed within six (6) months from start to finish.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall automatically be extended for successive periods of ten (10) years unless and until an instrument signed by the majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. The Developers, together with the owners of the adjacent lots on each side may waive any minor violations of these covenants. What is a minor violation is to be left to the sole discretion of the Subdividers. In the event the adjacent land owner and the Developer are not able to agree, then the decision shall be solely made by the Subdividers.

16. Enforcement shall be by proceeding at law or in equity against any person(s) violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Invalidation of any of these covenants by Judgment or Court Order shall in no wise affect any of the other provision which shall remain in full force and effect.

Charles R. Powell (SEAL) Judy Luann Powell (SEAL)
CHARLES R. POWELL JUDY LUANN POWELL

NORTH CAROLINA

DAVIDSON COUNTY

I, Rose Lee Campbell, a Notary Public of said County and State, do hereby certify that CHARLES R. POWELL and wife, JUDY LUANN POWELL personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and Notarial Stamp or Seal, this the 17th day of September, 1992.

ROSE LEE CAMPBELL
NOTARY PUBLIC
DAVIDSON COUNTY, NC
My Commission Expires 12-12-94

Rose Lee Campbell
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-12-94

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of

Rose Lee Campbell, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1336,
Page 1749, This 17 day of September, 19 92 at 3:15 o'clock P M.

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