

92-R-331-21

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RESTRICTIVE COVENANTS

WHEREAS, J. H. Pike and wife, Mabel W. Pike; and Thomas J. Hill, Jr., and wife, Janet Pike Hill, are the owners and developers of Hunter's Cove Subdivision, Maps 1, 2, 3, 4, 5 and 6, as shown on plats recorded at Plat Book 35, Pages 80, 81, 82, 83, 84, and 85 respectively, Randolph County Registry; and

WHEREAS, said owners 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 limited commercial use and with certain minimum standards as a part of a general scheme or plan of development for their benefit and for the mutual benefit of the future owners of all lots in said subdivision.

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

1.

LAND USE.

A. Subject to the exceptions provided in sub-paragraph B, the aforesaid land and all lots derived therefrom shall be used for residential purposes only; shall not be divided into lots or parcels containing less than 1 acre each; and no multi-family dwelling shall be permitted or allowed to remain on any 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 and which shall be compatible with the residence. For the purpose of this paragraph, all parents and children, irrespective of age, shall be considered one family unit.

B. Notwithstanding the provisions of sub-paragraph A, the owner of any lot containing a minimum of 10 acres shall be allowed to conduct on said lot one limited commercial activity, including the construction of a building to accommodate such activity; provided, such activity does not

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create excessive noise and provided further that such activity cannot be conducted before the hour of 6:00 a.m. and after the hour of 10:00 p.m.

2.

CONSTRUCTION TYPE, QUALITY AND SIZE. Conventional stick built homes in full compliance with Randolph County's zoning ordinances, modular homes which are built in compliance with the North Carolina Uniform Residential Building Code, and Class A double-wide mobile homes shall be permitted. No single-wide mobile home nor double-wide mobile home which is not Class A shall be permitted or allowed to remain on any lot except for a period not exceeding twelve months during the construction of the dwelling. No dwelling of any type containing less than 1,000 square feet of heated floor space, exclusive of porches, carports, and garages, shall be permitted; and any bi-level or tri-level dwelling shall contain a minimum of 600 square feet of heated floor space on the first level, exclusive of porches, carports, and garages. All dwellings and other buildings shall be of brick, masonite, vinyl siding, 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 30 feet from the front and back property lines, nor nearer than 10 feet from any side property line. Any commercial building allowed under Paragraph 1.B and any barn allowed under Paragraph 5 shall be located a minimum of 90 feet from the front property line, 30 feet from the rear property line, and 20 feet from the side property lines.

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. There shall not be permitted nor allowed to remain on any lot any trash dump (including tires, paper, lumber, etc.); stale garbage; unsightly or unsanitary condition; any condition prejudicial to the health and welfare of the owners of all lots; junk yard; or any motor vehicle which cannot be propelled under its own power and which does not have a current valid license.

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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 shall be permitted for non-commercial purposes, provided they are maintained and kept on their owner's premises and provided further that said animals and their facilities, including barns, are kept in a neat and sanitary condition and located in such a manner as to cause no objectionable 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 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; and the prevailing party in any such proceeding shall be entitled to recover from the other party, as a part of the court costs, 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.

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IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and affixed their seal, this the 4th day of September, 1992.

J. H. Pike (SEAL)  
J. H. PIKE

Mabel W. Pike (SEAL)  
MABEL W. PIKE

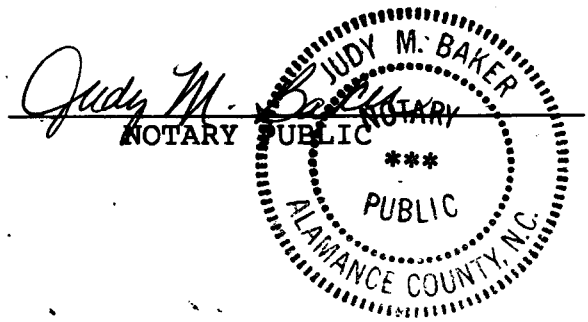
Janet Pike Hill (SEAL)  
JANET PIKE HILL

Thomas J. Hill, Jr. (SEAL)  
THOMAS J. HILL, JR.

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NORTH CAROLINA  
RANDOLPH COUNTY

I, a Notary Public in and for said County and State, do hereby certify that J. H. Pike and wife, Mabel W. Pike, and Thomas J. Hill, Jr., and wife, Janet Pike Hill, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this 4th day of September, 1992.



My Commission expires:  
June 2, 1996

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Judy M. Baker, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1336,  
Page 344, This 10<sup>th</sup> day of Sept., 19 92 at 8:30 o'clock A. M.

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