

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS, made and recorded, this the 1st day of April, 1993, by ELLEN F. HOWELL, a widow, of Randolph County, North Carolina;

W I T N E S S E T H:

That Ellen F. Howell is the fee simple owner-developer of a certain tract of real property, located in Back Creek Township, Randolph County, North Carolina, more particularly described on "Exhibit A", which is attached hereto and incorporated herein by reference, as if fully set out.

That the owner-developer hereby makes the following declaration, as to limitations, restrictions and uses to which all property, within the boundaries of the above-referenced tract may be put, hereby specifying that said declaration shall constitute covenants that run with the land and shall be binding on all parties, corporations and all persons or firms claiming under them, and for the benefit of and limitation upon all future owners of any portion of said property, this declaration of protective covenants and restrictions being designated for the purpose of keeping said property desirable, uniform and suitable in architectural design, to insure the use thereof 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 property owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use thereof than is necessary to insure the same advantages to other property owners. Anything tending to detract from the attractiveness and value of the property, for residential purposes, shall not be permitted.

The Restrictive Covenants are as follows:

- (1) All structures must be site built. Site built structures must be platform frame, post and beam, or similar construction for equal strength and durability. All residential structures must be designed for detached single-family occupancy and may not be divided into duplex, condominium or apartment configurations. Manufactured homes, including but not limited to single or double-wide mobile homes and modular homes, are not permitted.
- (2) Outbuildings or structures must be constructed in an architectural style and with materials consistent with those of the residence, so as to maintain a harmonious appearance, and in no event may the floor space exceed one-half of that of the residence. Any outbuilding, visible from the entrance to the property upon which it is located, must be in a position which is subordinate to the residence. Manufactured outbuildings are not permitted.
- (3) No structure shall be erected, enlarged, remodeled or moved until the construction plans and specifications therefor have been approved, in writing by the developer or her designated agent. Factors to be considered in the approval of such plans and specifications include aesthetics of site and design, harmony in design with the existing structures, and suitability of the structure, materials and workmanship.
- (4) No cinder block walls shall be visible on any structure.
- (5) No structure of any type shall be located within 75 feet of a property line.
- (6) Residential density shall not exceed one single-family residence, for each five acres, and sales or other conveyances of parcels, which would reduce a residential tract to less than five acres, are prohibited.
- (7) Except as is provided in paragraph (8) hereinbelow, use of the property is restricted to single-family residential occupancy. Rentals are prohibited except that (a) an owner may rent the entire property to a single-family renter, or (b) a resident/owner requiring live-in assistance, for reason of poor health or infirmity, may rent rooms to a single person or married couple who provide the required assistance.
- (8) Notwithstanding the restrictions for residential use set forth above, business use by full-time resident/owners is permitted, provided the business activity meets all of the following criteria: (a) All business activity must be of the type that does not violate the character of a residential neighborhood, by virtue of noise, odor, appearance, hazard, or by volume or type of traffic; and (b) Business activity requiring customer or client traffic to the premises is prohibited; and (c) Business activity must be housed within the residence or in an outbuilding conforming to the requirements of paragraph (2) hereinabove; and (d) All business activity must take place within the residence or the outbuilding; and (e) Outdoor storage and outdoor location of business supplies, inventory or equipment is prohibited; and (f) Signs of all types are prohibited.
- (9) All sewage disposal shall be by septic tanks and drain fields, which meet all requirements of the governmental entity which regulates the same.

(10) All electrical and telephone service lines or cables shall be buried. All fuel tanks and satellite dishes shall be screened or enclosed by permanent landscaping and/or structures, so as not to be visible from the roadway.

(11) No disabled or junk vehicles or other unsightly objects of any kind may be stored or maintained on the property. No commercial or recreational vehicles shall be parked or stored on the property, except in a carport or garage.

(12) No animals, fowl, or livestock may be raised, kept, or boarded for business purposes. Aggressive pets, which pose a nuisance for neighbors, must be kept penned. No dangerous or obnoxious animal may be kept on the property. Livestock, with the exception of horses or ponies, is prohibited. Horses and ponies may be maintained on a tract where a residence is located, however, they must be provided not less than two-thirds of an acre of fenced pasture, per animal, and no pasture, fence, structure, or other facility for their upkeep shall be placed within 75 feet of the property line of an adjacent property owner, without his prior written consent.

Property owners, who elect to keep horses or ponies, shall be solely responsible for and shall fully comply with all laws, rules and/or regulations, promulgated by any governmental authority, including but not limited to those governmental regulations regarding housing or keeping such animals within a designated watershed area.

(13) No garbage or domestic trash shall be disposed of by burning or burying on any property.

(14) No offensive activity which may be, or may become, a nuisance or annoyance to the neighborhood, shall be permitted. No illegal calling, activity or transaction shall be conducted, allowed or maintained upon the property, nor shall any property be used or occupied to the detriment of the use, occupation, or value of any other property owner.

(15) Should there be a violation of any covenant herein, it shall be lawful for any other person owning any real property situated within the restricted area to prosecute any proceedings, at law or in equity, against the person or persons violating or attempting to violate any such covenant.

(16) Simultaneously with the execution of any deed, conveying any property lying within the restricted area, the grantor(s) and the grantee(s) shall each execute a ROADWAY MAINTENANCE AGREEMENT, in the form of "Exhibit B", which is attached hereto and incorporated herein by reference, as additional restrictive covenants.

(17) Invalidation of any one or more of these covenants or restrictions, by judgment, court order or otherwise, shall not affect any of the other provisions, which shall remain in full force or effect.

These restrictive covenants shall be binding upon the present owner-developer, her grantees, successors, heirs, and assigns and shall be covenants running with the land. These restrictive covenants shall be binding on all future owners and shall be in full force and effect for the period of time ending January 1, 2050.

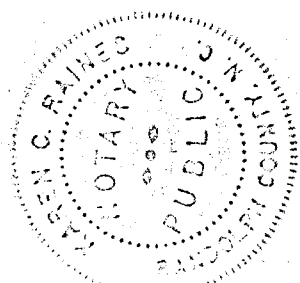
IN WITNESS WHEREOF, Ellen F. Howell executed these Restrictive Covenants, the day and year first above written.

Ellen F. Howell (SEAL)
Ellen F. Howell

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, Karen C. Raines, a Notary Public of said county and state aforesaid, do hereby certify that Ellen F. Howell personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes therein expressed.

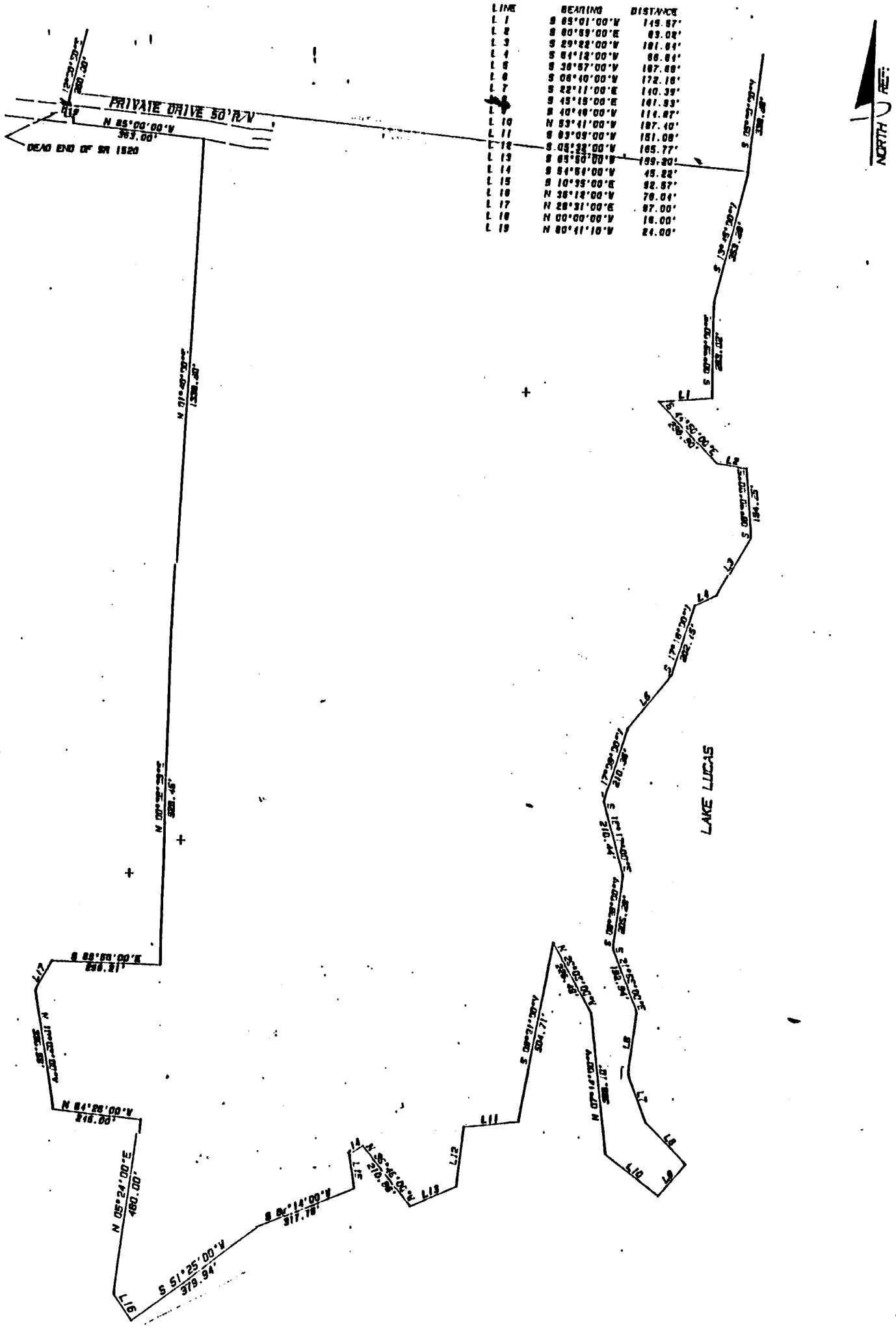
WITNESS my hand and notarial seal, this the 1st day of April, 1993.



Karen C. Raines
Notary Public

My commission expires:
October 2, 1995

These RESTRICTIVE COVENANTS shall be applicable to all real property, owned by Ellen F. Howell, within the boundaries of the tract shown hereinbelow. This property is located in Back Creek Township, Randolph County, North Carolina, and lies to the south and east of the eastern terminus of North Carolina Secondary Road #1520.



STATE OF NORTH CAROLINA

BK 1353 PG 0582

ROADWAY MAINTENANCE AGREEMENT

COUNTY OF RANDOLPH

THIS AGREEMENT, made and entered into this ___ day of ___, 19___, by and between ELLEN F. HOWELL, a widow, of Randolph County, North Carolina, and _____, of Randolph County, North Carolina, is executed for the purposes hereinafter set out.

WITNESSETH:

WHEREAS, each of the parties owns property, located in Back Creek Township, Randolph County, North Carolina; and

WHEREAS, each property owner utilizes a common roadway, which has a total length of approximately 3400 feet, for the purpose of ingress and egress, from North Carolina Secondary Road #1520, to their respective property; and

WHEREAS, each property owner has an interest in maintaining the roadway, and each is executing this AGREEMENT, in order to document their mutual understanding and agreement, with respect to the continued maintenance of said roadway.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

(1) PARTICIPATION: Each party hereto shall share in the expenses required to maintain said roadway, in a safe, good and usable condition, for all weather and seasons, and from time to time, as such maintenance is necessary.

(2) PRORATION: Each property owner (husbands and wives being treated as one owner) shall be responsible for and shall pay a proportionate share of all maintenance expenses, not later than ten (10) days following completion of the same. The proportionate share of each owner shall be computed by dividing the footage of roadway utilized by such owner, by the cumulative total of footages of roadway utilized by all owners, and the resulting figure, stated in the form of a percentage, shall be the portion of the total maintenance expenses to be paid by that property owner. ["footage of roadway utilized" shall be the distance along the roadway, from the terminus of Secondary Road #1520, to the furthest point from such terminus, at which the roadway adjoins that owner's property.]

(3) MEETINGS/DISPUTES: Upon written notice, provided by any property owner, all owners shall be invited to meet, from time to time, in order to consider the need for maintenance recommended by the owner providing such notice. In the event of a dispute, with respect to the need for, type or cost of maintenance, the determination of those property owner(s) having the majority of footage of roadway utilized, shall be conclusive and binding upon all property owners.

(4) CONSTRUCTION. Notwithstanding anything herein to the contrary, following construction, the owner(s) of the property(ies), upon which such construction is conducted, shall be solely responsible for such roadway maintenance, if any, as may be required to return the roadway to the condition it was in, prior to the commencement of such construction.

(5) SUCCESSORS: All grantees, heirs, beneficiaries, successors and assigns, of the parties hereto, including all persons who may hereafter acquire any interest in the real property adjoining subject roadway, shall be bound by the terms hereof.

IN TESTIMONY WHEREOF, each of the parties have hereunto set their hands and seals the day and year first written above.

Ellen F. Howell

_____(SEAL)

Property Owner(s)

_____(SEAL)

_____(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of

Karen C. Raines, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1353, Page 579, This 1 day of April, 1993 at 1:49 o'clock P M.

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

my commission expires: