

Courtland Partners
 P.O. Box 4616
 H.P. 27263

12, 00

NORTH CAROLINA
 RANDOLPH COUNTY

DECLARATION OF RESTRICTIVE
 COVENANTS AND CONDITIONS
 FOR COURTLAND PARK SUBDIVISION

PLAT BOOK , PAGE

KNOW ALL MEN BY THESE PRESENTS, that Courtland Partners, hereinafter called Developer, do hereby covenant and agree to and with all persons, firms, and corporations hereinafter acquiring lots in the development known as Courtland Park subdivision as recorded in Plat Book at Page in the office of the Register of Deeds of Randolph County, North Carolina, the said lots being now owned by the Developers, that such lots are hereby subjected to the following restrictions as to the use thereof, the said restrictions being appurtenant to and running with the said land by whomsoever owned. Said restrictions are hereby declared and agreed to be a burden and benefit to any person acquiring or owning any interest in the real property herein described and any improvements thereto, their grantees, successors, heirs, assigns, executors, administrators and devisees. These restrictions shall apply to each and every lot as shown upon the said recorded plat:

1. No building or other structure shall be used or built, altered or erected other than one single-family dwelling house and its customary accessory buildings and uses, and no such dwelling house or lot shall be used except for residential purposes. All building plans must be pre-approved by developer as Courtland Park approved plans.

2. All drives must be paved either of an asphalt, concrete or non-pervious material.

3. The following shall not be permitted:

(a) Structures of a temporary character, trailers, tents, shacks, or other outbuildings used as temporary residence; (b) Any mobile, modular, manufactured or prefabricated home; (c) All fencing must be constructed of wood, masonry, or otherwise approved materials by developer. Any chain link type fencing must be unexposed and located within the boundaries of approved fencing. All fencing and other outbuildings must be approved by Developers. (d) Satellite dishes must be located in the rear yard and not obtrusive or visible to adjoining property or streets; and (e) All exteriors shall consist of masonry, stucco, or hardboard siding with no vinyl or aluminum siding being permitted except trim.

4. Only a single-family dwelling shall be built on any one lot. No building or part of a building other than steps, open porches, overhanging eaves or cornices shall extend nearer to the front property line than 35 feet, unless otherwise approved in writing by the Developer.

5. (a) No lot shall be used for commercial use nor shall the streets or private drives be used for parking or storage of any commercial trucks.

(b) Garbage cans must be stored in rear in an enclosed area.

(c) No lot shall be used for storage of construction materials except during construction not to exceed a period of nine months.

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(d) Household pets for a non-commercial use only. No swine, chickens, livestock will be allowed.

(e) No junk automobiles or non-operable vehicles shall be stored on any lot.

(f) Adequate off street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner and owners of building sites agree not to park their automobiles on the streets in the subdivision.

(g) All lots should be landscaped within sixty (60) days of completion of construction, front and sides of dwelling.

(h) No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property which may be later conveyed shall be placed or otherwise installed on any lot or building in Courtland Park. These property re-sale signs must be standard professional for sale signs of approximately 18" x 24" which are used by professional realtors.

(i) No street shall be laid out or opened across or through any of said lots except as such streets may now appear on the plat for this subdivision; however, this provision shall not be construed to prohibit the extensions of streets as they presently exist on said plat.

(j) Homeowner yards are to be maintained and well groomed.

(k) No yard art or personal property permitted on front or side lawns.

(l) Property owner mailboxes must be approved by the developer, and uniform to the subdivision.

6. No single-family dwelling shall be used, built, altered or erected unless it shall contain a minimum of 1,500 square feet of heated and finished floor space exclusive of porches, terraces, breezeways, garages and basements, except where noted; measurements shall be made from the outside wall lines. In case of a residence of more than one story, the ground floor shall contain a minimum of 850 square feet.

7. There shall be two side yards with a total width of not less than 20 feet, with neither side yard being less than 10 feet.

8. No building may be moved from another location and placed on any lot in this subdivision, it being required that any dwelling house built on subject property, shall be of new construction and constructed on the premises. No portion of any dwelling erected on this property shall have exposed concrete blocks on the exterior. During construction of improvements on any lot, the lot owner is responsible for ensuring that construction vehicles do not tract mud onto the streets of Courtland Park Subdivision.

9. These restrictive covenants may be enforced in courts of appropriate jurisdiction by the Developers or any lot owner in Courtland Park. The Developer, its successors or assigns, and said lot owners, without limitation of any other available remedies, shall be entitled to seek damages or injunctive relief, and each owner agrees that injunctive relief is an appropriate remedy for the enforcement of these covenants. If the Developers, their successors or assigns, seek enforcement of these restrictive covenants, they shall also be entitled to recover all reasonable costs, fees, and expenses incurred in connection with the enforcement of the covenants including, without limitation, reasonable attorneys' fees and expert witness fees.

10. The Developers reserve the right to extend, amend, modify or remove these restrictions in whole or in part and any such action shall be evidenced by an instrument in writing and shall be recorded in the Office of the Register of Deeds of Randolph County, North Carolina; notwithstanding any of the foregoing, the right to amend and modify shall be in the sole discretion of the Developers, their successors and specific assigns of such right.

11. The streets shown on the recorded plat have been constructed in accordance with the City of Archdale's standards for dedicated streets at the time of construction. No obligation for future maintenance is assumed by the Developers.

12. The Developers, their successors or assigns, may waive any minor violation of or grant minor variances from these restrictive covenants by appropriate the instrument in writing and in recordable form. A waiver or variance by the Developers, their successors or assigns, shall be conclusive upon all parties bound by these restrictions. No waiver or variance of a restriction by the Developers, their successors or assigns, may be construed to be a waiver of a subsequent breach or consent to a variance of the same or any other restriction.

13. Notwithstanding any other provisions of these restrictive covenants, the Developers, their successors or assigns, shall not be liable for any act, omission or delay in connection with the enforcement of, or failure to enforce, these restrictive covenants. Each owner acquiring property from the Developers, as a part of the consideration for the acquisition of such property, covenants to and with the Developers, their successors, agents, contractors, and assigns, for and on behalf of such owner and his successors in title, that none of them will bring any proceeding, action, claim or suit against the Developers, their agents, contractors, successors, and assigns, to recover any such damages or seek any such relief.

14. All motor homes, trailers, campers, boats, and any other type recreational vehicle must be parked in the rear of any residence, and may not be parked within any street or road right of way.

15. These covenants shall continue in effect for a period of twenty-five (25) years from the date they are recorded, after which time they shall automatically be extended for successive periods of ten (10) years each, unless an instrument in recordable form executed by the owners of a majority of the owners of the Lots revoking the restrictive covenants in whole or in part is filed prior to the time such automatic extension would otherwise take place.

16. These restrictive covenants bind and inure to the benefit of the Developers, their successors and assigns, and all owners acquiring tracts in Courtland Park Subdivision, from the Developers and their respective successors in title, and are covenants which run with the land.

Invalidation of any one of these covenants by judgment of Court order shall in no wise affect any of the other provisions which remain in full force and effect.

R. Dale Britt
R. DALE BRITT
GENERAL PARTNER
COURTLAND PARTNERS



NORTH CAROLINA
COUNTY OF Randolph

I, a Notary Public of the County and State aforesaid, certify that R. Dale Britt, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13 day of April, 1993.

Pamela M. Byrd
NOTARY PUBLIC

My commission expires: 9/14/87

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Pamela M. Byrd, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1354, Page 888, This 19th day of April, 19 93 at 12:030'clock P M.

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