

NORTH CAROLINA
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that J.F. Routh and wife, Emma P. Routh and T.H. Fogleman and wife, Bonnie J. Fogleman, are the owners and developers of certain lands to which these Restrictive Covenants shall apply, said property being described as follows:

BEGINNING at a point in the centerline of NCSR 2131, said point being the northwest corner of the Clay Clarence and Diane Routh property; thence with the centerline of NCSR 2131 the following courses and distances: North 6 degrees 51 minutes 56 seconds West 83.63 feet to a point; North 00 degrees 4 minutes 49 seconds West 102.95 feet to a point; North 4 degrees 40 minutes 24 seconds East 105.01 feet to a point; North 5 degrees 48 minutes 7 seconds East 886.62 feet to a point; North 5 degrees 25 minutes 26 seconds East 371.74 feet to a point; North 7 degrees 12 minutes 27 seconds East 144.71 feet to a point; North 10 degrees 36 minutes 41 seconds East 93.58 feet to a point; North 13 degrees 8 minutes 21 seconds East 101.30 feet to a point; North 13 degrees 46 minutes 10 seconds East 100.865 feet to a point; North 12 degrees 48 minutes 21 seconds East 99.78 feet to a point; North 9 degrees 36 minutes 28 seconds East 116.99 feet to a point; and North 6 degrees 19 minutes 23 seconds East 55.33 feet to a point; thence leaving the centerline of NCSR 2131 North 89 degrees 37 minutes 29 seconds East 58.72 feet to an existing iron pipe; thence North 10 degrees 53 minutes 58 seconds West 257.07 feet to a point; thence South 80 degrees 13 minutes 57 seconds East 110.00 feet to a new iron pipe; thence North 13 degrees 14 minutes 59 seconds East 154.00 feet to a stone, a corner of the Jimmy Clifford Little property and the Sybil Hinshaw Heirs property; thence with the Hinshaw line North 78 degrees 44 minutes 35 seconds East 906.85 feet to a new iron pipe and stone, corner of the Hinshaw property; thence with the Hinshaw property in part and the Mabe property in part North 2 degrees 56 minutes 44 seconds East 586.22 feet to a stone in the Cheryl Kinney line; thence with the Kinney property South 85 degrees 32 minutes 59 seconds East 164.50 feet to an existing iron rod; thence South 84 degrees 59 minutes 18 seconds East 507.80 feet to an existing iron rod, corner of the Kinney property and being a point in the John Q. and Howard Q. Ferguson line; thence with the Ferguson line in part, the Ottway Burton line in part and the Sulon and Mona Hill line in part South 6 degrees 17 minutes 52 seconds West 2842.46 feet to a new iron pipe, corner of the Sulon and Mona Hill property; thence with the Hill line in part and the Brown line in part South 85 degrees 06 minutes 44 seconds East 1706.38 feet to a nail in stones in the Brower property; thence leaving the Brower property South 5 degrees 02 minutes 06 seconds West 567.70 feet to an existing iron pipe in the Harold James and Myrtle Willis line, and being a corner of the

Prepared by and Mail To: Crumley & Biggs, Asheboro

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Janet P. Stephens property; thence with the Stephens line in part and the Ethel Allred property in part North 86 degrees 20 minutes 59 seconds West 1610.02 feet to an existing iron rod, common corner of the Ethel Allred property and the Clay Clarence and Diane Routh property; thence with the Routh line North 86 degrees 37 minutes 54 seconds West 1731.31 feet to the point and place of the beginning and containing 136.987 acres, more or less.

The owners and developers do hereby covenant and agree with all persons, firms or corporation now owning or hereafter acquiring any property in said subdivision, that all tracts in the subdivision as above described are hereby subject to the following restrictions as to the use thereof:

1. This property shall be used for residential purposes only and not more than one single private dwelling or residence designed for the occupancy of one family shall be erected on any tract. No tract can be subdivided unless there is a minimum of five (5) acres left and at least five (5) acres subdivided off. No tract from the original owners and developers shall be less than three (3) acres.
2. Any residence so erected shall contain a minimum of 1200 square feet of heated living area, exclusive of garage, breezeway, porch or carport area.
3. No single wide mobile homes shall be permitted. Modular homes or manufactured home shall be permitted with a roof pitch being a minimum of 3 1/2 on 12, on a permanent brick foundation as per F.H.A. specifications, and wheels and axles must be removed. No units older than three (3) years are allowed. Only dwellings originally constructed on the premises shall be permitted, and no dwelling or other building previously constructed on other property may be moved on any of the lots covered by these covenants.
4. No imitation siding of any kind may be used on any building on any of these lots, and no cement blocks can be left showing from the outside.
5. All buildings shall be erected in conformity with the Randolph County Zoning requirements.
6. Detached garages for use appurtenant to the dwelling are permitted, provided that said garages are constructed of brick, framing, or other materials comparable to that used in the dwelling.
7. All toilets and lavatories shall be connected with outside septic tanks duly approved by the Randolph County

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Health Department, and no outside privies or any other toilets shall be permitted when not connected with an approved septic tank.

8. No horse, cow, hog, goat, chicken, or other similar animals or fowls, or offensive or dangerous pets, including pit bulldogs, shall be maintained or permitted on any part of said property; provided, however, that horses and horse stables are permitted on the rear fifty (50%) percent of each tract. Any fencing must be within that fifty (50%) percent.
9. No junk automobiles or other junk or unsightly debris of any nature shall be permitted on said premises.
10. No manufacturing or commercial enterprise, or enterprises of any kind or profit shall be maintained upon, in front of, or in connection with any of the lots in said subdivision, nor shall said lots in any way be used for other than strictly residential purposes.
11. No nuisance, or offensive, noisy, or illegal trade, calling, or transacting shall be done suffered, or permitted upon the lands in said subdivision, nor shall any lot or part of said subdivision be used or occupied 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.
12. No trailer, 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, nor will any unsightly garbage cans be permitted.
13. No metal fencing can be located closer to the road than the front building line of the residence.
14. The owners and developers herein reserve the right to make any additions, deletions or modifications that they deem necessary at any time.

These restrictions and reservations are made for the benefit of any and all persons who may now own or who may hereafter own tracts in this subdivision and such persons are specifically given the power to enforce these restrictions and reservations.

Said covenants shall be binding upon the present owners, their successors and assigns and shall be covenants running with the land and binding on all future owners. These Restrictive Covenants shall be in full force and effect for the period of twenty years from the date of these Restrictive Covenants.

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This the 13 day of May, 1993.

Emma P. Routh
Emma P. Routh

J.F. Routh
J.F. Routh

Bonnie J. Fogleman
Bonnie J. Fogleman

T.H. Fogleman
T.H. Fogleman

NORTH CAROLINA
RANDOLPH COUNTY

I, Deborah R. Holt, a Notary Public, do hereby certify that Emma P. Routh and J.F. Routh and Bonnie J. Fogleman and T.H. Fogleman, appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal, this 13 day of May, 1993.

My Comm. Expires:
7-22-95

Deborah R Holt (SEAL)
Notary Public

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NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Deborah R. Holt, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1356,
Page 1832, This 14 day of May, 1993 at 11:47 o'clock A M.

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