

Lee Gavin- pickup

NORTH CAROLINA
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

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EX 155390482

COUNTRY COVE, INC., a North Carolina corporation, the owner in fee simple of the real property now subdivided and platted, the plat of which is recorded in Plat Book 36, Page 98, Randolph County, North Carolina, Registry, hereby makes the following declaration as to limitations, restrictions and uses to which all lots in said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with the lots in said subdivision and shall be binding on all parties, corporations, and all persons or firms claiming under them and for the benefit of limitations upon all future owners of lots in said subdivision, this declaration of restrictions being designated for the purpose of keeping said lots in said subdivision desirable, uniform and suitable in architectural design, and to insure the use of said lots 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 residential lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

The Protective Covenants are as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

The above restrictions are placed on the property and lots hereinabove specified and set forth as a part of the general scheme or plan of development for the benefit of all owners of property hereinabove specified and said covenants are and shall be binding upon all present and future owners of said land, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said property. These covenants may

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be enforced by Country Cove, Inc. or by one or more of the owners of the lands within the subdivision.

This Agreement to be in full force and effect until January 1, 2023.

This 28th day of April, 1993.

COUNTRY COVE, INC.

By [Signature]
Vice- President

ATTEST:

[Signature]
Gwendolyn P. Davis, Secretary

NORTH CAROLINA

RANDOLPH COUNTY

I, a Notary Public of the County and State aforesaid, certify that Gwendolyn P. Davis personally came before me this day and acknowledged that she is Secretary of COUNTRY COVE, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice- President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and official stamp or seal, this 28th day of April, 1993.

[Signature]
Notary Public

My Commission Expires: April 13, 1995

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Delta R. Richey, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1356, Page 482, This 17th day of May, 19 93 at 8:44 o'clock A. M.

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

EX 1256790483

EXHIBIT "A"

COUNTRY COVE, INC.

Banner Whitehead Road

Plat Book 36, Page 98, Randolph County Registry

1. No mobile homes shall be placed on the premises.
2. No unlicensed vehicles shall be allowed to stand on the premises.
3. No commercial agricultural operations shall be allowed on the premises.
4. No poultry or swine shall be allowed on the premises.
5. No commercial buildings or business shall be placed on the premises.
6. No trucks exceeding a 2-ton rating shall be parked on the premises.
7. Only single family dwellings shall be permitted.
8. No structure shall be built with cement or concrete blocks left showing from outside appearance.
9. No imitation brick siding or asbestos shingles shall be used on any structures on the premises.
10. All dogs, or other domestic pets, must be leashed - or confined to owners property at all times.
11. No obnoxious or offensive affairs or activities that shall become an annoyance to the neighborhood shall be permitted.
12. No residence shall be built that is less than 1600 square feet heated floor space, exclusive of carports, porches, and garage. In case of residences of more than one story, the ground floor must contain a minimum of 900 square feet. All residences must have a garage or carport attached.
13. All construction plans of home and other buildings, including set back lines for the front and side, must be submitted to and approved by the developers of Country Cove, Inc., the subdivision as platted in Plat Book 36, Page 98, Randolph County Registry.
14. No shell homes of a temporary character shall be permitted.
15. Time frame for beginning to end of construction shall

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not exceed two years.

16. The individual property owner of each lot in said subdivision shall be responsible for the maintenance and erosion control of said property including any ditch lines to the edge of the road.
17. The foregoing covenants, restrictions and conditions shall run with the land and shall be kept, observed and performed by the parties charged therewith for a period of (30) years from the date of recording of this Declaration of Restrictive Covenants.
18. Any restriction, covenant or condition herein set forth may be removed, modified, or changed by securing the written consent of Country Cove, Inc. which written consent shall be duly executed, acknowledged, and recorded in the office of the Register of Deeds of Randolph County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of Country Cove, Inc., its successors and assigns.
19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages.
20. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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