

Coltrane Bullard  
707 S. Cox St.  
Asheboro, NC 27803

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BK 1362 PG 1589

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF RANDOLPH

THESE RESTRICTIVE COVENANTS, made this the 23 day of June, 1993, by C.R. Evans and wife, Margaret K. Evans of Randolph County, North Carolina;

W I T N E S S E T H:

That C.R. Evans and wife, Margaret K. Evans are the owners-developers of that certain real property in Providence Township, Randolph County, North Carolina, and now duly platted as C.R. Evans Subdivision, which said plat is now recorded in the office of the Register of Deeds of Randolph County, North Carolina in Plat Book 36, Page 97.

That the owners-developers hereby make 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 and 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 herein specified:

1. The property shall be used for residential purposes only, and any residence so erected shall contain a minimum of 1400 square feet of heated living area. Only the heated living area on the main level of a ranch house with a basement will be counted. The main level of a one and a half story, a two story, a split foyer, and the main and upper level combined of a split

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level house shall have at least 800 square feet of heated living area. A lot may not be used as a through street.

2. All houses shall be built at least 30 feet from the front property line and at least 10 feet from the side property line.
3. No cattle, swine, fowl, goat or other livestock (except horses or ponies) shall be kept and maintained on said premises.
4. No single or double-wide mobile homes (whether on permanent foundation or not), house trailers, or shell homes shall be permitted on any portion of the subdivision.
5. No metal fence can be located closer to the road than the front building line of the residence.
6. Foundation walls shall not have any exposed concrete blocks.
7. No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences.
8. No signboard of any description shall be displayed on any residential lot with the exception of a sign "For Sale" or "For Rent", which signs shall not exceed two feet by three feet except development signs.
9. 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.
10. All detached buildings must be approved by the owners-developers.
11. There shall be no junk vehicles kept on the premises.
12. The owners-developers herein retain the right to modify, change or delete any or all of the above restrictions.

Said covenants shall be binding upon the present owners-developers, their successors, heirs, 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 time ending June 19, 2013.

IN WITNESS WHEREOF, C.R. Evans and wife, Margaret K. Evans have executed these Restrictive Covenants the day and year first above written.

C.R. Evans (SEAL)  
C.R. Evans

Margaret K. Evans (SEAL)  
Margaret K. Evans

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

I, L. Allen Bullard, a notary Public of said county and aforesaid,  
do hereby certify that C.R. Evans and wife, Margaret K. Evans, 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 23 day of  
June, 1993.

My commission expires:

May 18 1987

*L. Allen Bullard*



NORTH CAROLINA — Randolph County

The foregoing certificate(s) of L. Allen Bullard, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1362,  
Page 1589, This 16<sup>th</sup> day of July, 19 93 at 11:18 o'clock A. M.

Ann Shaw, Register of Deeds  
By Rene Baldwin, Deputy Register of Deeds