

NORTH CAROLINA

RANDOLPH COUNTY

12.00

RESTRICTIVE COVENANTS FOR THE USE OF
PROPERTY LOCATED IN THE SUBDIVISION
KNOWN AS "PROPERTY OF MICHAEL WAYNE HALL"
recorded in Plat Book 35 at Page 26 in the
Office of the Register of Deeds for Randolph
County, North Carolina.

KNOW ALL MEN BY THESE PRESENTS THAT MICHAEL WAYNE HALL, whose wife is Phyllis Hall, is the owner of the above captioned subdivision by virtue of a Deed recorded in Book 1313, Page 320, of the Randolph County Registry and is the developer of said subdivision; that the developer desires to provide a uniform scheme of development for said real property for the preservation of the neighborhood and orderly development of the subdivision for the mutual benefit of all land owners therein, both now and in the future; and pursuant to the scheme of development, the developer does hereby set forth the following restrictive covenants applicable to said lands upon the terms and conditions herein set forth. The restrictive covenants to run with the land are as follows:

1. No lot shall be used for commercial purposes. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage and other outbuildings incidental to the residential use of said lots; said garage and other outbuildings to be architecturally harmonious with the dwelling upon such lots.

2. No residence shall be built upon less than a minimum of one (1) lot as set out on the plat heretofore referred to. No residence shall be built with less than 1100 square feet of floor space, exclusive of carports, porches and garages. No one and one-half story or split level residence shall be built that shall have less than 700 square feet of floor space on the first floor, exclusive of carports, porches, or garages. No two story residence shall be built that shall have less than 800 square feet of floor space on the first floor, exclusive of carports, porches, or garages.

3. There shall be no junk vehicles allowed on the property.

4. There shall be no single-wide mobile homes allowed on this property in any shape or form.

5. No cement blocks can be left showing from the outside appearance. All foundations must consist of regular size brick, this to include the main residence and all outbuildings. All brick foundations must be at least a curtain wall with no piers exposed.

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RESTRICTIVE COVENANTS FOR "PROPERTY OF MICHAEL WAYNE HALL"
continued

6. An easement for installation and maintenance of utilities is hereby reserved along the front of each lot. Said easement shall be 10 feet in width.

7. The minimum set-back restrictions on all lots in this subdivision shall be 50 feet from the front property line and the minimum side line restriction shall be 10 feet.

8. No animals or livestock shall be kept on any lot, except that domestic or household pets may be kept provided they are not raised or kept for commercial use or breeding.

9. Fences may be used on the restricted lots in the following manner:

1. From the rear of the house to the back of the lot chain line fences and decorative fences not to exceed 4 feet in heights are permissible; however, these fences may not be solid.

2. From the rear of the house to the front lot line only rail fences 36 inches high are permitted.

10. No obnoxious, noxious or offensive activities that might become an annoyance to the neighborhood shall be permitted upon any lot.

11. No lot shall be used for the purpose of raising a garden before or after the construction of the residence, except that after a residence has been built a small garden for the purposes of raising vegetables not to be sold shall be allowed.

12. No lot shall be used for the purpose of storage, except that building materials to be used in the construction of a residence for that particular lot may be kept for a period not to exceed six (6) months. All building must be completed with six (6) months from start to finish.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. The developers, together with the owners of the adjacent lots on each side may waive any minor violation of these covenants. What is a minor violation shall be in the sole discretion of the subdividers. In the event the adjacent land owner and the developer are not able to agree then the decision shall be solely made by the subdividers.

RESTRICTIVE COVENANTS FOR "PROPERTY OF MICHAEL WAYNE HALL" continued

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

16. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the _____ day of _____, 1993.

Michael Wayne Hall (SEAL)
MICHAEL WAYNE HALL

Phyllis Hall (SEAL)
PHYLLIS HALL

STATE OF NORTH CAROLINA
COUNTY OF DAVIDSON

I, a Notary Public in and for said County and State, do hereby certify that MICHAEL WAYNE HALL and wife, PHYLLIS HALL, personally appeared before me this day and acknowledged execution of the foregoing Restrictive Covenants for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 6th day of December, 1993.

ROSE LEE CAMPBELL
NOTARY PUBLIC
DAVIDSON COUNTY, NC
My Commission Expires 12-12-94

Rose Lee Campbell
NOTARY PUBLIC
MY COMMISSION EXPIRES: 12-12-94

NORTH CAROLINA — Randolph County
The foregoing certificate(s) of _____

Rose Lee Campbell, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1377,
Page 422, This 6th day of December, 19 93 at 11:01 o'clock A. M.

Ann Shaw, Register of Deeds
By Pauntall Deputy Register of Deeds