

Prepared by and mail to: James L. Wilson, Attorney  
P.O. Box 70, Liberty, North Carolina 27298

RESTRICTIVE COVENANTS

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WHEREAS, William Colon Jordan is the owner and developer of Jordan Subdivision, as shown on plat recorded at Plat Book 40, Page 100, Randolph County Registry; and

WHEREAS, said owner and developer desires to place these restrictive covenants upon the aforesaid property in order to effect the well-classified, orderly, and proper development of said lands as a residential district with certain minimum standards as a part of a general scheme or plan of development for the mutual benefit of the owners of all lots in the subdivision.

NOW, THEREFORE, said owner and developer does hereby place the following restrictions upon the above described land:

1.

LAND USE. No lot shall be used except for residential purposes, and no more than one single-family dwelling shall be placed or allowed to remain on any one lot. In addition to the dwelling, there shall be permitted on each lot a private garage and utility or storage building to be used in connection with the dwelling.

2.

CONSTRUCTION TYPE, QUALITY AND SIZE. Only conventionally constructed dwellings shall be permitted. No mobile home, manufactured home, or modular home shall be permitted or allowed to remain on any lot. No dwelling of less than 1,100 square feet of heated floor space, exclusive of porches, carports, and garages, shall be permitted. All buildings shall be of brick or german siding quality, or better, and shall be kept and maintained in good repair. No cement block or cinder block shall be exposed to view. Once construction of any dwelling or building has begun, the exterior must be completed within twelve months.

3.

BUILDING LOCATION. No building of any type shall be located on any lot nearer than 35 feet from the front and back property lines, nor nearer than 20 feet from any side property line.

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4.

MAINTENANCE OF LOTS. All lots shall at all times be maintained and kept in a neat and sanitary condition. Trash, garbage and other waste materials shall be stored in sanitary containers pending proper disposal. No junk vehicle, stale garbage, unsightly or unsanitary condition, or any condition prejudicial to the health and welfare of the owners of all lots shall be permitted in the subdivision.

5.

LIVESTOCK AND POULTRY. No swine or bees shall be permitted or kept on any lot; and no other animal, livestock, or poultry shall be raised, bred, kept, or allowed to remain on any lot for any commercial purpose. Household pets, poultry, and livestock other than swine may be kept for non-commercial purposes, provided that the facility to contain any such pet, poultry, or animal shall be kept in a neat and sanitary condition and located in such a manner as to cause no objectionable odor or unsanitary condition affecting adjoining property owners in the subdivision.

6.

NUISANCE. No activity or conduct which is noxious, offensive, annoying, or which constitutes a nuisance shall be permitted. An affidavit signed by the current owners of a majority of the lots in the subdivision that an activity or conduct is in violation of this provision shall be conclusive evidence that a violation has occurred.

7.

TERM. These restrictive covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten years each unless an instrument terminating or modifying the restrictive covenants is signed by the current owners of a majority of the lots and recorded.

8.

ENFORCEMENT. These restrictive covenants may be enforced by proceedings at law or in equity against any person or entity violating or attempting to violate any restriction, including injunctive relief and monetary damages. If a legal or equitable action or proceeding is instituted to collect damages or enforce any of the provisions of these restrictions, then the prevailing party shall be entitled to recover reasonable attorney fees as a part of the cost of the action or proceeding.

9.

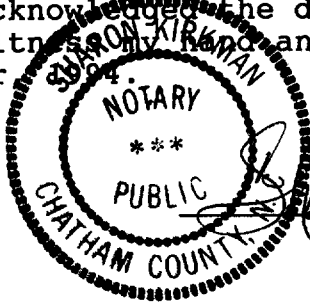
**SEVERABILITY.** Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other restrictions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, this the 20<sup>th</sup> day of December, 1994.

*William Colon Jordan* (Seal)  
William Colon Jordan

NORTH CAROLINA  
RANDOLPH COUNTY

I, a Notary Public in and for said County and State, do hereby certify that William Colon Jordan, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this 20<sup>th</sup> day of December



*Sharon Kirkman*  
NOTARY PUBLIC

My Commission expires:  
12-11-96

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Sharon Kirkman, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1412, Page 740, This 27 day of December, 19 94 at 1:53 o'clock P. M.

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

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