

Mail: Trollinger Investment Co.
208 North St.
Asheboro, NC 27203

12

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

THESE RESTRICTIONS, made this 15th day of December, 1994, by and between Trollinger Investment Company, a North Carolina corporation with its principal office and place of business in Asheboro, North Carolina;

WITNESSETH:

THAT WHEREAS, Trollinger Investment Company is the owner and developer of a certain parcel of land in Asheboro Township, Randolph County, North Carolina, described in deed in Book 1407, Page 406, Randolph County Registry, which has been platted by Steven Brown, Surveyor, into a subdivision consisting of 4 lots known as Amity Hills Subdivision, Section 5, which plat is recorded in Plat Book 40, Page 60, Randolph County Registry.

The lots referred to above in Amity Hills Subdivision are subject to the following declaration of limitations, restrictions and uses which constitute covenants running with the lots in said subdivision and shall bind all parties, corporations, persons or firms claiming ownership thereof. This declaration of restriction is being designated for the purpose of keeping said lots visually desirable, uniform and suitable in architectural design, and to insure the use of said lots for attractive residential purposes only and 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 limitation and restriction upon his or her free and undisturbed use than is necessary to insure the same advantage to all other lot owners. Nothing tending to detract from the attractiveness and value of the property for residential purposes will be permitted.

The restrictions hereby imposed are as follows:

1. This property shall be used for residential purposes only.
2. Any one-story dwelling shall contain a minimum of 1400 square feet of heated area above ground; provided, however, where there is a minimum of 1700 square feet under roof, not including open air porches, the minimum of heated area may be reduced to 1200 square feet above ground.

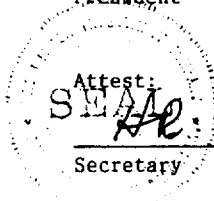
3. Dwellings containing more than one floor above ground, including one and one-half story or split-level, shall contain a minimum of 1500 square feet of heated area and not less than 1000 square feet on the ground or main floor. Full two-story dwellings shall contain not less than 900 square feet of heated area on the main floor and 900 square feet of heated area on the second floor; however, the first and second floor requirements may be reduced to 800 square feet of heated area when there is an attached garage containing a minimum of 400 square feet.
4. All houses shall be set back at least 45 feet from the front property line and at least 15 feet from the side property line.
5. No cattle, swine, fowl, goat or other livestock shall be kept or maintained on said premises. No dog lot, kennel, or other structure for the use of pets may be placed, or built, nearer than 15 feet from any property line.
6. No single or double-wide mobile homes (whether on permanent foundation or not), house trailers, or shell homes, including any home which is manufactured and has either a certificate of origin or a title, shall be permitted on any portion of the subdivision.
7. No metal fence can be located closer to the road than the front building line of the residence.
8. Foundation wall shall not have any exposed concrete blocks; provided, however, that concrete blocks may be used if treated and filled in such a fashion that they no longer may be distinguished as concrete blocks.
9. No apartment houses or duplex apartments shall be erected or licensed to exist on said property. No previously occupied home may be moved to and set upon any lot.
10. No noisy, offensive, or illegal trade, calling, transaction or nuisance 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 residential purposes, or the neighborhood wherein said premises are situated.
11. There shall be no junk vehicles kept on the premises, and no travel trailers or vehicles designed for sleeping shall be parked on said premises closer than 75 feet to the street upon which the residence fronts.

SAID COVENANTS shall be binding upon the present owners and developers, their successors, heirs, and assigns and shall run with the land and bind all future owners. These restrictive covenants shall be in full force and effect until December 15, 2014.

IN WITNESS WHEREOF, Trollinger Investment Company has caused this document to be signed in its name by its President and attested by its Secretary, all with corporate authority duly given, the day and year first above written.

TROLLINGER INVESTMENT COMPANY

By: [Signature]
President



Attest:
[Signature]
Secretary

NORTH CAROLINA

RANDOLPH COUNTY

I, a Notary Public of the County and State aforesaid, certify that H. R. Trollinger, Jr. personally came before me this day and acknowledged that he is the Secretary of Trollinger Investment Company, 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 President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal this 20th day of December, 1994.

My commission expires: 4/17/1995

[Signature]
Denise Chilton, Notary Public

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Denise S. Chilton, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1413
Page 182, This 3 day of January, 19 95 at 4:44 o'clock P M.

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