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NORTH CAROLINA

PROTECTIVE COVENANTS

RANDOLPH COUNTY

BK 142360947

Clarence Ray Evans and wife, Margaret K. Evans are the owners in fee simple and developers of a subdivision in Providence Township, Randolph County, North Carolina, which is named C.R. Evans Subdivision and a plat of the same is duly recorded at Plat Book 36, page 97, Randolph County Registry. Developer hereby makes the following declaration as to protective limitations 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 a limitation upon all future owners of lots in said subdivision, this declaration of protective covenants 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. All of the lots in C.R. Evans Subdivision are designated as residential lots and no structure shall be erected on any lot other than one detached single family residence. No condominiums, mobile or modular homes (whether on permanent foundation or not) are permitted.

2. No commercial activity shall be conducted on any lot.

3. The property shall be used for residential purposes only, and any residence on any lot shall contain a minimum of 1400 square feet of heated living space. If the total under roof is 1800 square feet then the minimum heated living area may be reduced to a minimum of 1200 square feet. 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, or a split foyer house shall contain a minimum of 800 square feet of heated living area.

4. All houses erected on said premises shall have full foundation walls. There shall be no concrete nor any cement, slag, or cinder blocks visible in any building constructed upon any lot.

5. No building shall be located on any lot nearer than 30 feet from the street or road upon which it fronts. No building shall be located on any lot nearer than 10 feet from the side property line.

6. No cattle, swine, fowl, goat or other livestock (except horses or ponies) shall be kept or maintained on said premises.

7. No metal fence can be located closer to the road than the front building line of the residence.

8. No sign other than "For Sale" or "For Rent", which shall not be larger than two feet by three feet, shall be permitted.

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9. No nuisance, or offensive, noisy or illegal trade, calling or transacting shall be done, suffered, or permitted upon the lands in the 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 located.

10. All detached out-buildings must be approved by the developer.

11. No junk vehicles are allowed on the premises.

12. Owners of lots in the subdivision shall not clear-cut their lots but shall remove only such trees as are necessary for construction purposes.

13. Invalidation of any of these covenant by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

These covenants shall be binding upon the present owner-developers, their successors, heirs and assigns and shall be covenants running with the land and binding upon all future owners. These covenants shall remain in full force and effect through the year 2015.

This 17 day of May, 1995.

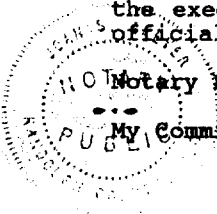
Clarence Ray Evans (SEAL)
Clarence Ray Evans

Margaret K. Evans (SEAL)
Margaret K. Evans

NORTH CAROLINA

RANDOLPH COUNTY

I, Joan S. Brewer, a Notary Public of the County and State aforesaid, certify that Clarence Ray Evans and wife, Margaret K. Evans, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the 17th day of May, 1995.



Notary Public: Joan S. Brewer
My Commission Expires: 3/29/96

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Joan S. Brewer, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1423,
Page 947, This 17 day of May, 1995 at 10:50 o'clock A M.

Ann Shaw, Register of Deeds
By Cookie Baynes Deputy Register of Deeds