

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF RANDOLPH

THESE RESTRICTIVE COVENANTS, made this the 1st day of August, 1994, by S. JEROME DAVIDSON and wife, BRENDA DAVIDSON; DONNIE RAY JARRELL and wife, CHARLENE JARRELL; JAMES M. CAMPBELL, JR. and wife, FAY W. CAMPBELL; FORREST MAYBERRY SHAW, JR. and wife, FAYE W. SHAW; MICHAEL LYNN WALKER; RICHARD ERNEST BRADY and wife, KEISHA H. BRADY; WILLIAM D. TANNER and wife, MYRTLE D. TANNER; ROBERT N. BURR, JR. and wife, TERESA D. BURR; DARREN KEITH SHAW and wife, RHONDA S. SHAW; and BRIAN KEITH WALKER, all of Randolph County, North Carolina.

W I T N E S S E T H:

That S. Jerome Davidson; Donnie Ray Jarrell; and James M. Campbell, Jr. are the owners-developers of that certain real property in Back Creek Township, Randolph County, North Carolina, and now duly platted as Northwoods Estates, Section 2, which said plat is now recorded in the office of the Register of Deeds of Randolph County, North Carolina in Plat Book 39, Page 54; and that Forrest Mayberry Shaw, Jr. and wife, Faye W. Shaw; Michael Lynn Walker; Richard Ernest Brady and wife, Keisha H. Brady; William D. Tanner and wife, Myrtle D. Tanner; Robert N. Burr, Jr. and wife, Teresa D. Burr; Darren Keith Shaw and wife, Rhonda S. Shaw; and Brian Keith Walker have acquired lots in said subdivision.

That the owners-developers and lot owners hereby make the following declaration as to limitations, restrictions and uses specifying that said declaration shall constitute covenants to run with the lots in said subdivision and shall be binding on all parties, 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

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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; provided that if the total heated living area under roof is 1400 square feet, then the minimum heated living area on the main level of a one and a half story or a two story house shall be at least 800 square feet.

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), modular homes, manufactured homes, house trailers, or shell homes shall be permitted on any portion of the subdivision. Detached garages and outbuildings for use appurtenant to the dwelling are permitted, provided that said garages and outbuildings are constructed of material comparable to that used in the dwelling.

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. There shall be no junk vehicles kept on the premises.

Said covenants shall be binding upon the present owner-developers, their 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 January 1, 2019.

IN WITNESS WHEREOF, S. Jerome Davidson and wife, Brenda Davidson; Donnie Ray Jarrell and wife, Charlene Jarrell; James M. Campbell, Jr. and wife, Fay W. Campbell; Forrest Mayberry Shaw, Jr. and wife, Faye W. Shaw; Michael Lynn Walker; Richard Ernest Brady and wife, Keisha H. Brady; William D. Tanner and wife, Myrtle D. Tanner; Robert N. Burr, Jr. and wife, Teresa D. Burr; Darren Keith Shaw and wife, Rhonda S. Shaw; and Brian Keith Walker have executed these Restrictive Covenants the date and year first above written.

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S. Jerome Davidson (SEAL)
S. Jerome Davidson

Brenda Davidson (SEAL)
Brenda Davidson

Donnie Ray Jarrell (SEAL)
Donnie Ray Jarrell

Charlene Jarrell (SEAL)
Charlene Jarrell

James M. Campbell, Jr. (SEAL)
James M. Campbell, Jr.

Faye W. Campbell (SEAL)
Faye W. Campbell

Forrest Mayberry Shaw, Jr. (SEAL)
Forrest Mayberry Shaw, Jr.

Faye W. Shaw (SEAL)
Faye W. Shaw

Michael Lynn Walker (SEAL)
Michael Lynn Walker

Richard Ernest Brady (SEAL)
Richard Ernest Brady

Keisha H. Brady (SEAL)
Keisha H. Brady

William D. Tanner (SEAL)
William D. Tanner

Myrtle D. Tanner (SEAL)
Myrtle D. Tanner

Robert N. Burr, Jr. (SEAL)
Robert N. Burr, Jr.

Teresa D. Burr (SEAL)
Teresa D. Burr

Darren Keith Shaw (SEAL)
Darren Keith Shaw

Rhonda S. Shaw (SEAL)
Rhonda S. Shaw

Brian Keith Walker (SEAL)
Brian Keith Walker

Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

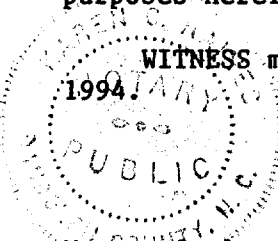
Steph D. [Signature] (SEAL)
Subscribing Witness

Steph D. [Signature] (SEAL)
Subscribing Witness

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, Karen C. Raines, a Notary Public of said county and state aforesaid, do hereby certify that S. Jerome Davidson and wife, Brenda Davidson personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes herein expressed.

WITNESS my hand and notarial seal, this the 3rd day of August, 1994.



Karen C. Raines
Notary Public

My commission expires:
October 2, 1995

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, Karen C. Raines, a Notary Public of said county and state aforesaid, do hereby certify that Donnie Ray Jarrell and wife, Charlene Jarrell personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes herein expressed.

WITNESS my hand and notarial seal, this the 4th day of August, 1994.

Karen C. Raines
Notary Public

My commission expires:
October 2, 1995

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STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, Karen C. Raines, a Notary Public of said county and state aforesaid, do hereby certify that James M. Campbell, Jr. and wife, Fay W. Campbell personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes herein expressed.

WITNESS my hand and notarial seal, this the 10th day of August, 1994.

Karen C. Raines
Notary Public

My commission expires:
October 2, 1995

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH COUNTY

I, Karen C. Raines, a Notary Public of Randolph County, North Carolina, certify that Stephen J. Davidson personally appeared before me this day, and being duly sworn, stated that in his presence Forrest Mayberry Shaw, Jr. and wife, Faye W. Shaw; Michael Lynn Walker; Richard Ernest Brady and wife, Keisha H. Brady; William D. Tanner and wife, Myrtle D. Tanner; Robert N. Burr, Jr. and wife, Teresa D. Burr; Darren Keith Shaw and wife, Rhonda S. Shaw; and Brian Keith Walker signed and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes herein expressed.

WITNESS my hand and notarial seal, this the 20th day of June, 1995.

Karen C. Raines
Notary Public

My commission expires:
October 2, 1995

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Karen C. Raines, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1426, Page 1468, This 28 day of June, 1995 at 4:56 o'clock P M.

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