

12⁰⁰ Gill HP

NORTH CAROLINA

RANDOLPH COUNTY

BLANKET RESTRICTIVE COVENANTS COVERING THE USE OF PROPERTY LOCATED IN THE SUBDIVISION KNOWN AS "HUNTINGTON RIDGE PHASE 1" recorded in Plat Book 40 at Page 91 in the Office of the Register of Deeds for Randolph County.

KNOW ALL MEN BY THESE PRESENTS: That Earnhardt Builders, Inc.; owners and developers of the Subdivision known as "HUNTINGTON RIDGE PHASE 1", a map of which is duly recorded in the Office of the Register of Deeds for Randolph County in Plat Book 40 at Page 91 do hereby covenant and agree with all other persons, firms or corporations now owning or hereafter acquiring any property in said subdivision, that all lots therein now owned by them are hereby subjected to the following restrictions as to the use thereof, running with said property by whomsoever owned, to wit:

1. All lots in said subdivision shall be known, described and used as residential lots only. 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 said plat. No residence shall be built with less than 1,000 square feet of floor space exclusive of carports, porches or garages.

3. There shall be no junk automobiles or debris remaining on the property at any time.

4. No imitation or asbestos siding may be used and no cement blocks shall be left showing from the outside appearance. For the purpose of this covenant aluminum siding and vinyl siding are not considered imitation siding.

5. The minimum building line and side line restrictions shall be as set out on the recorded plat.

6. 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.

7. No obnoxious or offensive affairs or activities that shall become an annoyance to the neighborhood shall be permitted.

8. No bill boards or signs shall be erected or allowed to remain on said property except "For Sale" signs or "For Rent"

BK 1427 PG 0469

9510240

signs, and these shall not exceed three feet in length and two feet in width.

9. These covenants shall 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

10. The developer, together with the owners of the adjacent lots on each side may waive any minor violations of these covenants. What is a minor violation is in the sole discretion of the developer. In the event the adjacent land owner and the developer are not able to agree then the decision shall be solely made by the developer. Such waiver shall be in writing suitable for recording in the Office of the Register of Deeds for Randolph County; by such waiver, developer shall incur no liability.

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

12. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

13. All fences installed on these lots shall be approved in writing by an instrument qualified to be recorded in the Office of the Register of Deeds for Randolph County, and signed by the developer for a period of five years after the recording of this agreement. After said date no approval shall be necessary.

14. For a period of five years from the recording date of this agreement, any out buildings must be approved in writing by the developer. After said date such approval must be signed by at least one adjoining property owner.

Earnhardt Builders, Inc.

Bobby G. Earnhardt Jr.
Bobby G. Earnhardt, Jr. President

Attest: Gina L. Earnhardt
Gina L. Earnhardt, Secretary

(SEAL)



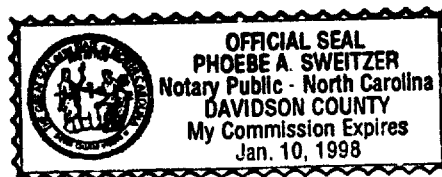
NORTH CAROLINA, RANDOLPH COUNTY
Davidson

I, a Notary Public of ~~Randolph~~ ~~XXXXXXX~~ County and State aforesaid, certify that Gina L. Earnhardt personally came before me this day acknowledged that she is Secretary of Earnhardt Builders, Inc. 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 her as its Secretary.

Witness my hand and official stamp or seal, this 27th day of June, 1994.5

(SEAL)

Phoebe A. Sweitzer
Notary Public
My Commission Expires: 1/10/98



NORTH CAROLINA — Randolph County

The foregoing certificate(s) of

Phoebe A. Sweitzer, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1427,
Page 469, This 3 day of July, 19 95 at 10:34 o'clock A M.

By Ann Shaw, Register of Deeds
Ann Shaw Register of Deeds