

Prepared by: Michael B. Shankle, Attorney at Law
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NORTH CAROLINA
RANDOLPH COUNTY

KNOWN ALL MEN BY THESE PRESENTS that GEORGE S. BYRD, SR. and wife, LINDA F. BYRD, do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring lots, in the development known as Byrd Acres as shown on the plat recorded in the Office of the Register of Deeds, Randolph County, North Carolina, in Plat Book 42, at Page 92, are hereby subjected to the following restrictions being appurtenant to and running with the said land by whosoever owned. These said restrictions shall apply to each and every lot as shown upon said recorded plat:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half story in height and a private garage for not more than triple cars.
2. No lot shall be subdivided except Lots 3, 4 and 5 may be subdivided if perking and zoning regulations can be met. No dwelling shall be erected or permitted to remain upon any lot unless the ground floor area of the main structure of said dwelling, exclusive of one-story open porches and garages, shall be at least 1400 square feet in the case of a one-story or 1000 square feet in the case of a two, or two and one-half story structure except Lots 2 and 7, may contain a residence of 1250 square feet, each lot shall be subject to a 50 foot minimum building setback from the front.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for which a public authority or utility company is responsible. All sewage disposal shall be made through the use of approved septic tanks.
4. No structure of a temporary character, mobile home trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may deem or may become a nuisance to the neighborhood.

7. No animals of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No fences, or walls, other than retaining walls not more than two feet in height above grade, may be built or allowed to remain upon any lot which shall extend nearer the street than the front of the house upon said lot or the front of the house upon the adjoining lot, whichever is the greater distance from the street. Fences or walls shall not be allowed on corner lots on the side street line nearer than the side of the house upon said lot or the front of the house upon the lot to the rear; whichever is the greater distance from the street. Restrictions contained in this paragraph may be amended or changed by the owners of all of the lots in the subdivision lying within 200 feet of the lot affected.

10. All driveways shall be paved, concrete or asphalt.

11. No imitation brick siding shall be used, nor shall any asbestos roofing shingles be permitted.

12. The exterior walls of all buildings for residential purposes shall not be constructed of cinder, cement or concrete blocks and /or any similar material.

13. No mobile or trailer homes of any nature shall be permitted.

14. No junk vehicles shall be permitted on any lot.

15. All foundations shall be constructed of either brick or rock. Cement or concrete blocks shall only be permitted below grade level and not visible.

16. The individual property owner of each lot in said subdivision shall be responsible for the maintenance and erosion control of said property, including any ditch lines and that area to the edge of the street pavement.

17. These covenants may be enforced by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages therefore and any enforcement proceeding may be brought by the owner or owners of any lot or group of lots.

18. Invalidation of any one of these covenants or any part thereof, by judgement or court

order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than fifty percent (50%) of the subdivided lots or part of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Davidson County. Provided, if the Declarant own ten percent (10%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

20. No satellite dish or apparatus of a similar type shall be placed on any lot, except it may be attached to the rear of the dwelling or placed in the rear yard of any dwelling. These covenants are to run with the land shall be binding on all parties and all persons claiming under them for a period of thirty years from date these covenants are recorded, after which these said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

21. All homes shall be located and landscaped to provide maximum privacy for all home owners.

22. All construction plans of homes and other buildings, including set back lines for the rear and side, must be submitted and approved by the developers of Byrd Acres in writing prior to beginning of construction. There shall not be any construction plans duplicated throughout Byrd Acres.

23. No lot shall be used for the purpose of raising a garden before or after except that after a residence has been built, a small garden for the purpose of raising vegetables not to be sold commercially shall be allowed.

24. No lot shall be used for the purpose of storage, except that building materials to be used in the construction of a residence for that particular lot may be kept for a period not to exceed (6) months.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals, the day and year first above written.

George S. Byrd Sr. (Seal)
George S. Byrd, Sr.

Linda F. Byrd (Seal)
Linda F. Byrd

NORTH CAROLINA
GUILFORD COUNTY

I, Rebecca C. LaPoint, a Notary Public of the County and State aforesaid, certify that George S. Byrd, Sr. and wife, Linda F. Byrd,, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of November 9, 1995.

Rebecca C. LaPoint
Notary Public

My commission expires: 6-11-96

REBECCA C. LaPOINT
NOTARY PUBLIC
GUILFORD COUNTY, NC
Commission Expires _____

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Rebecca C. LaPoint, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1438,
Page 575, This 14 day of November, 19 95 at 11:38 o'clock A. M.

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