

John Dunlap
2066 Browns Crossroads
Staley NC 27355

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STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF RANDOLPH

THESE RESTRICTIVE COVENANTS made this the 15th day of March, 1996,
by John L. Dunlap, and Danny Eaton, all of Randolph County, North Carolina,

WITNESSETH:

WHEREAS, John L. Dunlap and Danny Eaton are the owners- developers of that certain real property in Randleman Township, Randolph County, and now duly platted as Cross Ridge Subdivision, which said plat is now recorded in the office of the Register of Deeds of Randolph County, North Carolina in Plate Book 2, Page 72.

WHEREAS, the owners-developers hereby make the following declaration as to limitations, restrictions 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 and limitations upon all future owners of lots in said subdivision.

WHEREAS, this declaration of restrictions is for the purpose of keeping said lots in said subdivision desirable, uniform and suitable in architectural design, and to ensure this 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 used of his site than is necessary to insure the same advantages to the other site owners.

NOW, THEREFORE, for the purposes expressed herein the undersigned owners-developers do hereby place upon said property the following restrictive covenants:

1. The property shall be used for residential purposes only, and no structures other than for a residence shall be erected or allowed to remain on any lot; except the following

- A.) One or two car garage
- B.) Outbuildings for domestic use and for household pets provided the same are architecturally compatible with the dwelling. No unsightly building materials may be used.

2. Any residence so erected shall contain a minimum of 1200 square feet of heated living area. Provided that if the total under roof is 1400 square feet then the minimum heated living area may be reduced to a minimum of 1000 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, a split foyer and the main and upper level combined of a split level house shall have at least 800 square feet of heated living area

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3. No residence of temporary character shall be erected or allowed to remain on said property, and no trailer, mobile home, modular home, basement, tent, shack, garage, barn or other outbuilding erected on said property shall be used as a residence either permanently or temporarily.

4. No single or double wide mobile homes (whether on permanent foundation or not) house trailers, or modular homes shall be permitted on any portion of the subdivision.

5. All homes shall be built at least 30 feet from the front property line and at least 10 feet from the side property line.

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

7. Foundation walls shall not have any exposed concrete blocks.

8. Said property shall not be used for business, manufacturing or commercial purposes, nor shall any animals or fowls be kept or allowed to remain on said property for commercial purposes, and no animal or fowls other than household pets shall be kept or allowed to remain on said property for any purpose.

9. No apartment houses or duplex apartments shall be erected or licenses to exist on said property; all residences shall be single family residences.

10. 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.

11. The Developers reserve the right to create and impose additional easements or rights of way over any unsold lot or lots for appropriate instruments and such shall not be construed to invalidate any of these covenants.

12. 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.

13. The Developers may waive any unintentional violation of these restrictive covenant by appropriate instrument in writing provided that if the unintentional violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

The above covenants and conditions are placed on the said property as a part of a general scheme or plan of development for the benefit of all owners of any portion of the property described. Said covenants shall be binding upon the present owners, their successors, 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 March 15, 2016.

IN WITNESS WHEREOF, John L. Dunlap and Danny Eaton have executed these Restrictive Covenants the date and the year first above written.

John L. Dunlap (Seal)
John L. Dunlap

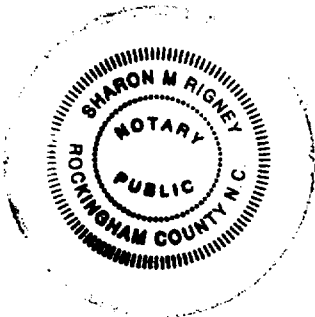
Danny Eaton (Seal)
Danny Eaton

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STATE OF NORTH CAROLINA
COUNTY OF ROCKINGHAM

I, Sharon M. Rigney, a Notary Public of above said county and
aforementioned state, do hereby certify that John L. Dunlap and Danny Eaton 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 15th day of March, 1996.



Notary Public
Rockingham County, NC
My Commission Expires April 4, 2000

NORTH CAROLINA — Randolph County
The foregoing certificate(s) of

Sharon M. Rigney NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1449,
Page 58, This 19 day of March, 1996 at 11:36 o'clock A M.

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