

*John Wilkerson*  
*P.O. Box 716*  
*Randleman, NC 27317*  
12.50

**RANDOLPH COUNTY**

**RESTRICTIVE COVENANTS**

John C. Wilkerson, first being duly sworn, depose and say:

That he is of Randolph County, North Carolina, and is owner of a tract or parcel of land located in Randleman Township, Randolph County, North Carolina, which has been subdivided into Holly Grove Subdivision and is recorded in Plat Book 44, page 43, of the Randolph County Registry.

That the said Owner, in order to promote a well classified and regulated subdivision, does hereby place upon said property the following covenants that shall apply to all phases of development and include entire subdivision:

- (a) This property shall be for residential use only. All residences built shall have a minimum of sixteen hundred square feet of heated living area exclusive of breezeways, garages, porches and Florida rooms.
- (b) All residences shall be single family dwellings. No apartment houses shall be erected or licensed to exist on the property.
- (c) All homes shall be stick built constructed on the site, no mobile homes, trailer homes, manufactured homes or modular homes shall be permitted on any lot in the subdivision.
- (d) No used lumber, second-hand material or unsightly material shall be used in any construction on the property nor placed or stored on property.
- (e) All residences shall be constructed of permanent exterior materials. No concrete or aggregate blocks, either in buildings or walls, shall be used above finished ground elevation unless said blocks are covered with brick veneer, stone or stucco.
- (f) Once construction of improvements is started on any lot, the improvements must be substantially completed within twelve (12) months from commencement, except for reasons beyond the control of builder.
- (g) Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any cause or act of God must be rebuilt, or all debris removed and the lot restored to a sightly condition with reasonable promptness, however, that in no event shall such debris remain longer than six (6) months.
- (h) Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery so as not to be visible from any street. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible from any street.
- (i) No bill boards, sign boards or unsightly objects of any kind shall be maintained on said lands in this subdivision or any part thereof, except that a single sign offering property for sale or rent may be placed on any such lot, provided that such sign is not more than 24 inches wide and 20 inches high.
- (j) Each lot owner shall provide ample parking spaces for automobiles off the street prior to the occupancy of any dwelling on said lot.
- (k) All sewage disposal in connection with the use of the property shall be through the use of approved

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septic tanks, and sanitary arrangements must comply with local or state health ordinances, laws and regulations.

- (l) No offensive activity that may become a nuisance or annoyance to the neighborhood shall be conducted, allowed or maintained on the property.
- (m) No poultry, swine or livestock shall be kept on or allowed to remain on property.
- (n) Dogs such as Pit Bulls, Doberman Pinschers, Chows, German Shepherds, or any other dog which could be considered dangerous shall not be allowed to run loose. No dogs shall be permitted to bark excessively which is a disturbance to other home owners.
- (o) No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any lot or street.
- (p) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the subdivision, fences are permitted on any lot for landscaping purposes if they contribute to and are in keeping with the character and environment of the area or are used for household pets.
- (q) No above grade structure (except approved fences or walls) may be constructed or placed on any lot unless such structure is not less than:
  - (1) Seventy-five (75) feet from the front line of any platted lot, unless otherwise specified on recorded plat;
  - (2) Fifteen (15) feet from each lot side line, and,
  - (3) Twenty-five (25) feet from the rear line of each lot.
  - (4) Consult with Randolph County for local zoning requirements.
- (r) On each lot, the rights-of-way and easement areas reserved by the developer or dedicated for public purposes shall be maintained continuously by the lot owner, but no structure, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities.
- (s) The developer reserves the right to subject the real property in this subdivision to a contract with Duke Power Company for the installation of street lighting, which requires a continuing monthly payment to Duke Power Company by each residential customer.
- (t) Each home owner agrees to complete the underground electrical service to their respective residences.
- (u) The property within the subdivision is hereby proclaimed a bird and wildlife sanctuary and hunting of any birds and wildlife is hereby prohibited.
- (v) These restrictions apply only to Holly Grove Subdivision and shall not apply to any of the developers additional land unless and until the developers expressly subject the same to all or any portion of said restrictions.
- (w) All contractors, subcontractors and their employees shall agree to keep construction entrances, parking areas and all related construction activities organized and maintained in a manner that minimizes disruption and/or damage to streets, other drives and adjacent properties during construction, i.e., use of temporary gravel to minimize mud on road, avoid shoulder damage by parking or turning, maintaining drainages and run-offs, etc. Any unavoidable occurrences to be immediately corrected.
- (x) No outside wood burning furnaces will be allowed at any residences to minimize smoke hazards and disruptions. Fireplaces and wood burning stoves are allowed.

(y) Any outbuilding ~~that may be constructed~~ on any lot shall be constructed of the same material or equivalent material that will conform with the dwelling. Outbuildings shall be located on the rear portion of the lots, a minimum of fifty (50) feet behind primary residential dwelling.

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 continuous running with the land and binding on all future owners.

These Restrictive Covenants shall exist and continue and run with the land for a term of twenty (20) years from the date hereof at which time the restrictions shall expire, unless and until renewed by written agreement and consent of the owner or owners of seventy-five (75%) percent or more of the total lot owners in the subdivision which renewals shall be for a term of ten (10) years each, provided such written consent and agreement shall be notarized in the office of the Register of Deeds on or before the expiration of the previous term of these Restrictive Covenants.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals on this the 19th day of March, 1996.

John C. Wilkerson (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

NORTH CAROLINA  
RANDOLPH COUNTY

This 19th day of March, 1996, personally came before me, John C. Wilkerson who being by me duly sworn, says that he is the owner and developer of Holly Grove Subdivision, and that the said writing was signed and sealed by them.

Witness my hand and seal this 19th day of March, 1996.

Kathy E. Highfill  
Notary Public

My commission expires: August 22, 2000

NORTH CAROLINA  
RANDOLPH COUNTY

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Kathy E. Highfill Notary Public

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1449,  
Page 61, This 19 day of March, 1996 at 11:54 o'clock A M.

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