

Prepared by and mail to:  
19794

William H. Flowe, Jr.  
Attorney at Law  
P. O. Box 1315  
Liberty, NC 27298

16<sup>u</sup>

NORTH CAROLINA )  
 ) RESTRICTIVE COVENANTS  
RANDOLPH COUNTY )

THIS DECLARATION made this the 3rd day of May, 1996, by

WILLIAM L. HARDIN, JR. and wife, SABRAH B. HARDIN  
P. O. Box 400  
Liberty, NC 27298

of Guilford County, North Carolina, hereinafter referred to as  
"Declarant;"

WITNESSETH:

DECLARANT is the owner of a certain tract of land located in the Town of Liberty, Liberty Township, Randolph County, North Carolina, known as **NEW FOGLEMAN ACRES SUBDIVISION**, Phase 1; and whereas, certain lots have been platted and recorded in the Office of the Register of Deeds of Randolph County, North Carolina, and being lots of said Subdivision on Map 1 as shown at Plat Book 45, page 8, and on Map 2 as shown at Plat Book 45, page 9, Randolph County Registry; and whereas, Declarant will convey said lots in said Subdivision to persons who may thereafter at some time erect residences thereon; and whereas, it is in the best interest of the Declarant and future owners to establish a uniform plan pertaining to the development, enjoyment and use of said lots, and to put all persons on notice of the same.

NOW, THEREFORE, DECLARANT declares that all those lots shown as **NEW FOGLEMAN ACRES SUBDIVISION**, Phase 1, Map 1, at Plat Book 45, page 8, and **NEW FOGLEMAN ACRES SUBDIVISION**, Phase 1, Map 2, at Plat Book 45, page 9, Randolph County Registry, shall be subject to the easements, restrictions, covenants and conditions set forth below which shall remain and run with the land and all parts thereof by whomever owned, and all conveyances of any of the lots shall be subject to the same.

1. Residential Use: The lots shall be used for residential purposes only, and no lot nor building thereon shall be used for the purpose of trade, business or manufacturing. No structure, other than the main dwelling, shall be used as a dwelling either permanently or temporarily.

WILLIAM H. FLOWE, JR.  
ATTORNEY AT LAW  
POST OFFICE BOX 1315  
LIBERTY, N.C. 27298

4607584

No shop, store, service station, factory, hotel, apartment house, duplex apartment, or place of public resort, or business house of any kind shall be erected or suffered or licensed to exist on the property herein described, and no hospital, asylum, or institution of like or related nature shall be erected or suffered or licensed to exist on the herein described property.

2. Building Type: No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and other outbuildings incidental to the residential use of the lot.

3. Dwelling Size: Any residence erected on the lands described shall contain a minimum of 1,200 square feet of heated living area, exclusive of garage, breezeway, porch, carport, and basement area.

4. Set Backs: Said lots shall be subject to building set-back lines as follows:

(a) On any lot which abuts a street, the building set-back line shall be 40 feet back from the margin of the street; and

(b) Side set-back lines shall be 10 feet back towards the center of the lot.

(c) In the event a lot is a corner lot, then such building shall not be located nearer than 40 feet from the margin of the street which said building faces and shall not be less than 10 feet from the margin of the other street abutting said lot.

(d) The back set-back line shall be 30 feet towards the center of the lot from the back of each lot.

(e) The following is an exception to the requirement for set-back lines: Fences of not more than 4 feet in height.

5. Maintenance. Each lot shall be maintained and preserved in a clean, orderly and attractive manner within the spirit of the subdivision. Each owner shall be responsible for maintenance of the portion of the street right of way between his lot and the street. Trash, garbage, or other waste shall be kept in sanitary containers.

6. Animals: No animals other than dogs, cats or similar household pets shall be kept on any lot. No poultry or swine houses shall be constructed on or allowed to remain on any lots. All pets shall be confined to the owner or occupants premises. No animals of any kind shall be kept, bred or maintained on any lot for any commercial purposes.

7. Vehicles: No stripped, partially wrecked, or junk motor vehicles or parts thereof, no cars stored for repairs or

restoration, nor any other type of salvage shall be placed on any lot so as to be visible to others.

8. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent.

9. Nuisances. No lot shall be used in such a manner as to cause such lot to appear unclean or unkempt. No substance shall be kept upon any lot which will permit foul or obnoxious odors; no lot shall be used in any manner that will or might disturb the peace, quiet, comfort or serenity of surrounding lots.

10. Fuel Storage Tanks: Any fuel storage tanks shall be buried below the surface of the ground or screened by fencing or shrubbery so as not to be visible from the street. Any outdoor receptacle for ashes, trash, rubbish, or garbage shall be screened or so placed and kept so as not to be visible from any street.

11. Outbuildings: Any outbuildings constructed which are incidental to the residential use of the property shall be so constructed and maintained so as to be clean, orderly and attractive so as to conform with the spirit of the subdivision.

12. Resubdivision: No lot shall be resubdivided, its boundary lines changes, nor shall any street be laid out or opened across or through any lot. This provision shall not prohibit the combining of two or more contiguous lots into one larger lot. Upon such combination, the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this declaration.

13. Waste Disposal: The disposal of sewerage, waste matter, garbage, and rubbish shall be accomplished in compliance with the regulations of the State Board of Health of North Carolina and subject to the approval of the Sanitation Authorities of Randolph County and any other governmental authority which shall have jurisdiction concerning the same. No outside toilets shall be permitted. No sewerage, garbage, rubbish or any other waste matter shall be permitted to drain into any of the bodies of water abutting or surrounding said lot.


14. Enforcement of Restrictions. In the event legal action shall be instituted by the Declarant to enforce any of the provisions of these restrictions, then, in the event of successful conclusion of the legal action in favor of the Declarant, the respondents shall be obligated to pay all legal expenses incurred by the Declarant in the enforcement of these covenants.


This declaration shall run with the land and shall be binding on all parties claiming under the DECLARANT for a period of twenty-five (25) years from date of recordation, after which time the same shall be automatically extended for consecutive

periods of ten (10) years each unless an instrument signed by a majority of the owners of the lots shall be recorded agreeing to change or terminate this declaration in whole or in part. This declaration may be enforced at law or in equity by the DECLARANT, their heirs or successors, or by the owner of any lot. Invalidation of any one of these covenants or any part hereof shall in no wise affect the remainder.

DECLARANT reserves the right to waive, in whole or in part, minor violations of the foregoing covenants. DECLARANT may appoint a successor by an instrument filed in the Randolph County Registry.

IN WITNESS WHEREOF, the DECLARANT has set their hands and seals the day and year first above written.

 (SEAL)  
WILLIAM L. HARDIN, JR

 (SEAL)  
SABRAH B. HARDIN

**NORTH CAROLINA**

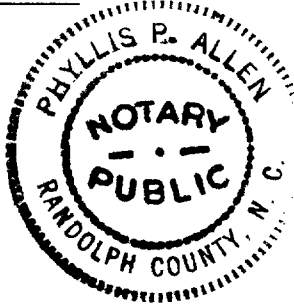
**RANDOLPH COUNTY**

I, a Notary Public for the county and state aforesaid, certify that **WILLIAM L. HARDIN, JR.** and wife, **SABRAH B. HARDIN**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 3rd day of May, 1996.

My commission expires: 2/26/2000

Phyllis P. Allen  
Notary Public



NORTH CAROLINA — Randolph County

The foregoing certificate(s) of .....

Phyllis P. Allen NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1454, Page 1267, This 7 day of May, 19 96 at 9:42 o'clock A. M.

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