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RESTRICTIVE COVENANTS

NORTH CAROLINA

RANDOLPH COUNTY

Forest Futures, Inc., a North Carolina corporation, by its President, D. O. Trogdon, J. Harvey Luck and wife, Helen J. Luck, Elbert N. Brown and wife, Pearl Smith Brown, all of Asheboro Township, Randolph County, North Carolina, first being duly sworn say:

That they are the owners of certain lots or parcels of land which have been platted and recorded in the office of the Register of Deeds of Randolph County, North Carolina, and being "Lots Nos. 13 to 134 inclusive" as shown on plat of same designated "BROOKWOOD HEIGHTS", to be found recorded in Plat Book 8, at page 63, office of the Register of Deeds, Randolph County, North Carolina; all of those said lots or parcels of land, as herein specified as being embraced within the bounds of said subdivision being owned by the said Forest Futures, Inc., J. Harvey Luck and Elbert N. Brown; the said Helen J. Luck and Pearl Smith Brown having a contingent dower right in said land.

That affiants, in order to promote a well classified and regulated residential district upon said lots hereinabove specified as being duly lain out in said subdivision and described upon said plat, do place upon the hereinabove described property the restrictions as hereinafter set forth;

1. That the restrictions herein shall apply to all of those lots, tracts or parcels of land hereinbefore referred to and listed above.

2. That the property hereinabove described shall be used for residential purposes only, and no buildings other than residences except garages or out-houses for domestic purposes shall be built on said premises, provided that this shall not apply to churches or schools; and provided further that no residence costing less than \$8,000.00 exclusive of land, shall be constructed upon said premises.

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

4. No residence or building of any kind erected on the property shall be nearer the front property line on any street than forty (40) feet, nor nearer

either of the side property lines of a "building lot" than ten (10) feet, provided that this section shall not apply to garages and out-houses which are erected in the rear of the residences and dwellings.

5. That no commercial chicken houses or livestock barns are to be erected on said premises, and no cows or poultry are to be kept upon said premises except for domestic purposes; provided further that no swine shall be kept on said premises and no enclosure for swine shall be erected and maintained on the land referred to.

6. That no Apartment Houses shall be erected or suffered or licensed to exist on the property above described.

7. All sewage disposal shall be made through use of approved septic tanks, or through connection of sewage lines to an underground sewer system when and if such underground sewer systems are installed to serve this area.

8. That no residence shall be constructed upon any lot in said subdivision that shall contain an area of less than 12,000 square feet. (That is to say, the said lot area shall contain at least 12,000 sq. ft.).

9. That each residence constructed upon any lot in said subdivision shall contain a minimum of 1000 square feet living area exclusive of porches and garages; provided further that no residence shall be constructed upon any lot in said subdivision with a lot frontage of less than 100 feet, except corner lots, and the frontage required on corner lots for construction of a residence shall not be less than 75 feet.

10. That any garage or outbuilding erected on said premises shall not be constructed of unsightly material but shall be at least the quality of german siding, and shall be painted.

The above covenants and conditions are placed on the property and lots hereinabove specified and set forth as a part of a general scheme or plan of development for the benefit of all owners of the property hereinabove specified within said development, and said covenants are and shall be binding upon the present owners of said lands, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said lots.

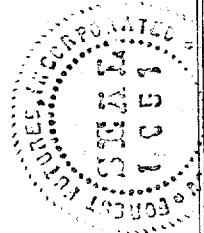
This agreement to be in full force and effect until June 16, 1991.

This the 16th day of June, 1956.

FOREST FUTURES, INC.

By *D.R. Jordan* (SEAL)
President

ATTEST: *W.M. Harrison* (SEAL)
Secretary

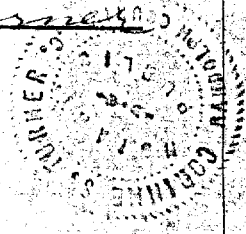


Elbert N. Brown (SEAL)
Pearl Smith Brown (SEAL)
J. Harvey Luck (SEAL)
Helen J. Luck (SEAL)

NORTH CAROLINA
 RANDOLPH COUNTY

This 12 day of June, 1956 personally came before me D.O. Trogdon, who being by me duly sworn, says that he is President of Forest Futures, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said D.O. Trogdon acknowledged the said writing to be the act and deed of said corporation.

Caroline S. Turner
 Notary Public

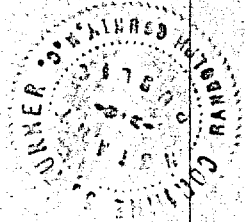


My commission expires: 8-3-57

NORTH CAROLINA
 RANDOLPH COUNTY

As to J. Harvey Luck and wife, Helen J. Luck, Elbert N. Brown and wife, Pearl Smith Brown the foregoing instrument was signed and sworn to before me this 13 day of June, 1956.

Caroline S. Turner
 Notary Public



My commission expires: 8-3-57

NORTH CAROLINA, Randolph County.
 The foregoing Certificate of Caroline S. Turner

Notary Public of Randolph, County, State of N. C., is adjudged to be correct. Let the instrument, with the certificate, be registered.

This 19 day of June, 1956

Billy S. Hanson, Deputy
 Clerk Superior Court.

Filed for registration at 2:50 o'clock P.

M. June 19th, 1956

and registered in the office of the Register of Deeds for Randolph County, in Book No.

Page No. _____

Aunnie Shaw
 Register of Deeds
By Wanda Phillips, Deputy