

RESTRICTIVE COVENANTS

NORTH CAROLINA

RANDOLPH COUNTY

Leo M. Hammer and wife, Inez M. Hammer, both of Asheboro, Randolph County, North Carolina, first being duly sworn, say: that they are citizens of Randolph County, North Carolina, and that they are the owners of a certain parcel of land which is located in the Dixieland Acres Sub-Division and being specifically described as all of that land which lies on both sides of the street Plantation Circle in the Dixieland Acres Sub-Division. Plantation Circle runs North and South parallel to Arrow Wood Road and begins at the Northern end of Arrow Wood Road and runs to Mark Avenue to the South, all of this parcel of land is embraced within the bounds of Dixieland Acres Sub-Division being owned by the said Leo M. Hammer and wife, Inez M. Hammer.

That affiants in order to promote a well classified and regulated residential district upon said parcel of land hereinabove specified as being in said Dixieland Acres Sub-Division do place upon the hereinabove described property the restrictions as hereinafter set forth:

1. That these 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 outside utility buildings 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 \$12,000.00 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 lines on any street than Forty (40) feet, no 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-side utility houses which are erected in the rear of the residences and dwelling.

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; 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. That 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 on said land that shall contain a lot area of less than 12,000 sq. ft., except corner or end lots and they must contain at least an area of 10,000 sq. ft.; and provided further that each residence constructed upon any lot in this area shall contain a minimum of FIFTEEN HUNDRED SQUARE FEET (1500) of Living Area exclusive of porches, carports and garages.

9. That any garage or out-side utility building 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 attractively.

10. That all homes built in this area shall be of Brick or Stone construction and no Cinder Blocks, Cement Blocks or like material may be visible. Wood Trim may be used, but the basic house construction must be brick or stone. No stucco or cinder block houses or like material will be permitted in this area.

The above covenants and conditions are placed on the property and parcel 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 Dixieland Acres Sub-Division, 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 land or any portion thereof.

This agreement to be in full force and effect until November 5, 1987.

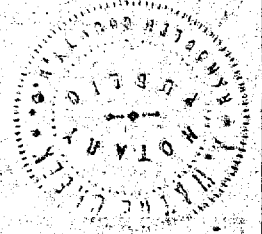
This the 5th day of November, 1957.

Geo. W. Hammer (SEAL)
Geo. W. Hammer (SEAL)

Subscribed and sworn to before me this 5th day of November, 1957.

A. W. Ayne Chubb
NOTARY PUBLIC

My Commission expires: Aug. 8, 1958.



NORTH CAROLINA, Randolph County.
The foregoing Certificate of A. W. Ayne Chubb

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

This 5 day of Nov., 1957

Polly S. Anderson, Deputy
Clerk Superior Court.

Filed for registration at 11:10 o'clock a. M. Nov. 5th, 1957

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

Page No. _____

Annie Shaw
By: Francis Crockett Deputy
Register of Deeds