

NORTH CAROLINA  
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

Leo M. Hammer and wife, Inez M. Hammer, E. T. Walton and wife, Clara B. Walton, J. K. Boling and wife, Louise C. Boling, all 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 certain tracts of land, and being "All tracts fronting on Mackie Avenue and Timber Lane, according to Maps Nos. 8 and 9 of Dixieland Acres, surveyed by Clotus Craven, Registered Surveyor, except Lot No. 1 on Map No. 8 of Dixieland Acres", all of said tracts as herein specified as being embraced within the bounds of said subdivision being owned by the said Leo M. Hammer, et al.

That affiants in order to promote a well classified and regulated residential district upon said lots hereinabove specified as being duly laid out in said subdivision and described upon said plats do place upon the hereinabove described property the restrictions as herein-after 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 outhouses 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 \$10,000.00, 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 tracts.

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. 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 system is 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, that said lot area shall contain at least 12,000 square feet); and provided that each residence constructed upon any lot in said subdivision shall contain a minimum of 1,200 square feet living area exclusive of porches and garages.

9. That any garage or outbuildings 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 land, 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 April 17, 1991.

This the 18th day of April, 1961.

*Leo M. Hammer* (SEAL)  
Leo M. Hammer

*Inez M. Hammer* (SEAL)  
Inez M. Hammer

*E. T. Walton* (SEAL)  
E. T. Walton

*Clara B. Walton* (SEAL)  
Clara B. Walton

*J. K. Boling* (SEAL)  
J. K. Boling

*Louise C. Boling* (SEAL)  
Louise C. Boling

NORTH CAROLINA  
RANDOLPH COUNTY

I, *Daisy W. Hart*, Notary Public in and for said county and state, do hereby certify that Leo M. Hammer and wife, Inez M. Hammer, E. T. Walton and wife, Clara B. Walton, J. K. Boling and wife, Louise C. Boling, personally appeared before me this day and acknowledged the due execution of the foregoing Instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 18 day of April, 1961.

My com. expires: 12-10-61

*Daisy W. Hart*  
Notary Public

NORTH CAROLINA, Randolph County

The foregoing Certificate of *Daisy W. Hart* a 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 *April*, 1961

*Margaret H. Hargett*  
Clerk Superior Court

9:00 a.  
Filed for registration at \_\_\_\_\_ o'clock \_\_\_\_\_  
M. *April* 19, 1961 and  
registered in the office of the register of  
Deeds for Randolph County, in Book \_\_\_\_\_  
Page No. \_\_\_\_\_

*Annie Shaw*  
Register of Deeds  
By: *Francis Crofton*, att.