

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS FOR PROPERTY OF BOBBY R. CLODFELTER AND WIFE, SHIRLEY S. CLODFELTER LOCATED IN TRINITY TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA, KNOWN AS MOUNT VERNON ACRES SECTION 1, MAP OF WHICH IS RECORDED IN PLAT BOOK 10 AT PAGE 73 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RANDOLPH COUNTY, NORTH CAROLINA, AND MOUNT VERNON ACRES SECTION 2, MAP OF WHICH IS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RANDOLPH COUNTY, NORTH CAROLINA IN PLAT BOOK 10 AT PAGE 74.

KNOW ALL MEN BY THESE PRESENTS that BOBBY R. CLODFELTER and wife, SHIRLEY S. CLODFELTER, the owners and developers of the subdivision known as MOUNT VERNON ACRES SECTION 1, a map of which is recorded in Plat Book 10 at Page 73, and MOUNT VERNON ACRES SECTION 2, a map of which is recorded in Plat Book 10 at Page 74 in the office of the Register of Deeds for Randolph County, North Carolina, do hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any property in said subdivision, that all of the lots in said subdivision are hereby subject to the following restrictions as to the use thereof, running with said lands, by whomsoever owned, to-wit:

1. All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one, detached, single-family dwelling, not to exceed two and one-half stories in height, and a private garage and other outbuildings incidental to residential use of said lots; said garages and other outbuildings to be architecturally harmonious with dwelling upon such lot.
2. No dwelling shall be erected or permitted to remain upon said lots, unless the ground floor area of the main structure of said dwelling, exclusive of one story open-porches and garages, shall be at least 1000 square feet. No dwelling in this subdivision shall be erected on less than 20,000 square feet.
3. These covenants are to run with the land and be binding on all parties and all persons claiming under the maker thereof for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, provided, however, that after the expiration of fifteen (15) years from date, the majority of the owners of the lots in the subdivision may by an instrument properly executed and recorded, as in the case of deeds, change or cancel said covenants in whole or in part.

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4. No structure of a temporary character, trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

5. No residence or building of any kind shall be erected nearer than 45 feet of the front property line, nor nearer to the side property line than 10 feet.

6. No fences or walls, other than retaining walls not more than two feet in height above grade, may be built or allowed to remain upon any lot which shall extend nearer the street than the front of the house upon said lot, or the front of the house upon the adjoining lot, whichever is the greater distance from the street. Fences or walls shall not be allowed on corner lots on the side street line nearer than the side of the house upon said lot, or the front of the house upon the lot to the rear, whichever is the greater distance from the street. Restrictions contained in this paragraph may be amended or changed by the owners of all the lots in the subdivision, lying with two hundred (200) feet of the lot affected.

7. Minor violations of the restrictions herein contained, or the building lines, may be waived in whole or in part at any time by an agreement executed in writing and recorded, as in the case of deeds, by the owners of the adjoining lots affected thereby, and BOBBY R. CLODFELTER and wife, SHIRLEY S. CLODFELTER, so long as they are the owners of any remaining lots in the subdivision.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including unsightly junk automobiles and trucks which are left on the premises.

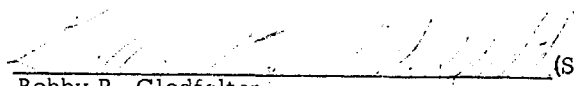
9. No structure shall be built in this subdivision with asbestos shingles, permastone, asphalt shingles or similar substance, concrete blocks, cinder blocks, slag blocks, or blocks of similar appearance, and no foundation shall be constructed from said blocks, provided, however, that said blocks may be used as an inner wall if they shall be covered with bricks, siding or other building materials, provided, further, that since it is the intention of the developers to prevent non-conforming and unsightly construction, the undersigned reserve the right to waive full and strict compliance with this restriction by prior approval of plans and specifications, if in the opinion of the subdividers such construction would not detract from the appearance of the neighborhood and provided, further, that the subdividers reserve the right to assign this privilege of waiver to a committee of land owners in this subdivision.

10. These covenants may be enforced by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages therefor, and any enforcement proceedings may be brought by the owner or owners of any lot or group of lots.

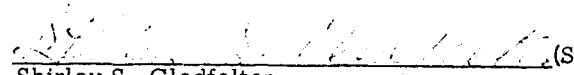
11. Invalidation of any one of these covenants or any part thereof, by judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF the said BOBBY R. CLODFELTER and
wife, SHIRLEY S. CLODFELTER have hereto set their hands and seals
this the _____ day of _____, 1961.



Bobby R. Clodfelter (SEAL)



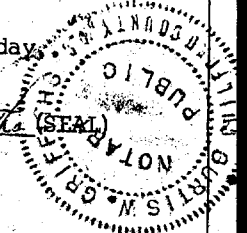
Shirley S. Clodfelter (SEAL)

NORTH CAROLINA - County of Guilford

I, Burtis W. Griffiths, a Notary Public of said State and County, do hereby certify that BOBBY R. CLODFELTER and wife, SHIRLEY S. CLODFELTER personally appeared before me this day and acknowledged their due execution of the foregoing instrument.

Witness my hand and notarial seal this the 1st day of December, 1961.

Burtis W. Griffiths
Notary Public



My commission expires:

~~My Commission Expires July 20, 1965~~

NORTH CAROLINA - County of RANDOLPH

The foregoing certificate of Burtis W. Griffiths a Notary Public of Guilford County is adjudged to be correct. Let the said instrument and the certificate be registered.

This the 1 of Dec, 1961.

Margaret H. Harwood
Clerk of the Superior Court

Filed for registration on the 1st day of December, 1961, at 2:00 o'clock P.M. and duly recorded in the office of the Register of Deeds of Randolph County, North Carolina in Book _____ at Page _____.

ANNIE C. SHAW, Register of Deeds
Randolph County, North Carolina

By Wanda Phillips, Deputy
Register of Deeds