

NORTH CAROLINA

RANDOLPH COUNTY

We, the undersigned Walter V. Roberts and wife, Virginia S. Roberts, of Asheboro, North Carolina, being duly sworn, say:

That we are citizens and residents of Randolph County, North Carolina, and are the owners of all of the property as shown on the map of the Crescent of West Cedar Grove in Plat Book 11, Page 11, in the Randolph County Registry, being the property conveyed to us by Jason Hoover, et ux. by deed in Book 841, Page 541, in the Randolph County Registry.

That the affiants in order to promote a well classified and regulated residential district upon the aforementioned property, said property having been subdivided as shown upon the plat in Plat Book 11, Page 11, do place upon the property described and known as the Crescent of West Cedar Grove, with the exception of Lots Nos. 1 and 20, which are specifically excluded from this covenant and agreement, the restrictions as hereinafter set forth:

(1) These restrictions shall apply to all of the lots of the Crescent of West Cedar Grove, as shown in Plat Book 11, Page 11, with the exception of Lots 1 and 20, which are excluded and are not subject to these restrictions.

(2) This property shall be for residential use only, and no building shall be constructed on any of the lots except for residential use, private garage, storage rooms, or other rooms strictly for domestic purposes.

(3) All residences shall have a minimum on ground floor of 1,000 square feet of heated area.

(4) No residences shall be constructed on a lot having less than 20,000 square feet.

(5) All residences shall be constructed at least 10 feet from the side lines and the residence, private garage, and any other buildings permissible under this covenant shall be constructed at least 40 feet from the front property lines.

(6) No residences or any other building for domestic purposes authorized under these restrictions shall be constructed so that any

concrete or cement blocks shall be showing from the outside of said buildings .

(7) There shall be no outside toilets on any of the lots , but each residence shall provide sewage disposal through use of approved septic tanks or connected with an approved underground sanitary sewage system .

(8) There shall be no swine pens or enclosures maintained and no swine kept on the premises .

(9) There shall be no chicken houses containing more than 200 square feet of floor space , and no chickens shall be kept on the premises except for domestic use only .

(10) No house trailers shall be parked , kept or maintained on any of these lots .

(11) No junk cars shall be kept on any of these lots .

(12) No commercial , industrial , or any business buildings of any kind shall be constructed on any of these lots or promoted on the property .

(13) No offensive activity that may become a nuisance or annoyance to the neighborhood shall be maintained on any of these lots .

(14) No cemetery , private or public , shall be permitted on these lots .

(15) All outbuildings permitted under these restrictions shall be of new material , and shall be painted , if of material customarily painted .

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

This agreement to be in full force and effect until June 1 , 1994 , at which

time they may be extended for successive periods upon the majority vote of the then owners.

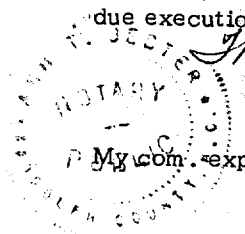
This 5th day of June, 1964.

Walter V. Roberts (Seal)
Walter V. Roberts

Virginia S. Roberts (Seal)
Virginia S. Roberts

NORTH CAROLINA
RANDOLPH COUNTY

I, Ann T. Jester, a Notary Public for said County and State, do hereby certify that Walter V. Roberts and wife, Virginia S. Roberts, personally appeared before me this day and acknowledged the due execution of the foregoing agreement and restrictive covenants.



This 5th day of June - 1964

Ann T. Jester (Seal)
Notary Public

NORTH CAROLINA
RANDOLPH COUNTY

The foregoing certificate of Ann T. Jester, a Notary Public of said County, is adjudged to be correct. Let the said restrictive covenants and this certificate be registered.

Witness my hand this 5 day of June, 1964.

Roberta L. Lewis, Ph.D.
Clerk of Superior Court
Randolph County

Filed for registration on the 5th day of June, 1964, at 2:45 o'clock P. M., and duly recorded in Book _____, Page _____, in the office of Register of Deeds for Randolph County, N.C.

Pussie Shaw
Register of Deeds
Randolph County