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RESTRICTIONS
DOVER HILLS SUBDIVISION
PLAT BOOK 11, PAGE 80

ASHEBORO TOWNSHIP

RANDOLPH COUNTY

KNOW ALL MEN BY THESE PRESENTS, that James E. Garner and wife, Gladys W. Garner, citizens and residents of Randolph County, North Carolina, do hereby covenant and agree to and with all persons, firms, and corporations hereafter acquiring any of the properties hereinafter described in manner and form as follows:

WITNESSETH: WHEREAS, James E. Garner and wife, Gladys W. Garner are the sole owners of those certain lands hereinafter described situate in the southeast section of Asheboro Township, Randolph County, North Carolina; and

WHEREAS, said lands are being subdivided by said owners and form portions of the larger tract of land from which individual lots are being sold; and the owners desire to impose the restrictive covenants herein contained upon the lands sold in the said area for the benefit of all persons involved as owners or having other lawful interests of ownership or possession in said lands:

NOW, THEREFORE, in consideration of the benefits which have been derived and are to be hereinafter derived by the parties of this agreement, their heirs or assigns, it is hereby covenanted and agreed that the lands herein described are subject to restrictive covenants as follows:

1. These covenants and restrictions shall run with the land and shall be binding on the parties herein and all persons, firms or corporations purchasing lots in said Dover Hills Subdivision and those claiming under them, until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless during the year prior to expiration of such period a majority of the then owners of said lots agree in writing duly recorded before expiration of said period to change said covenants and restrictions in whole or in part.
2. All of the said platted lots shall be known and used as residential lots for single-family dwellings only, and no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, said dwelling not to exceed two stores in height.
3. There shall be no detached buildings on any residence in said subdivision, and there shall be at least ten (10) feet clearance from all buildings to the nearest side lot line.
4. Each building erected in said subdivision shall be set back a minimum of fifty (50) feet from the front property line as shown on said plat. No residence shall be erected upon a tract which consists of less than four (4) units or numbered lots as shown on said plat.
5. No residential structure shall be erected in said subdivision which has less than 1200 square feet of floor space exclusive of open porches and open carports, and the ground floor of every residential structure in said subdivision shall have at least 1000 square feet of floor space.
6. There shall be no temporary residence of any type placed upon any part of said subdivision, and no trailer or other moveable structure of similar design shall be placed at any time upon said lands.
7. All residences shall be constructed of permanent exterior materials.
8. Only inside toilets and bathrooms shall be installed to service said residences. Each sanitary facility shall be installed with approved septic tanks and lines unless and until permanent sewer lines shall be available

9. Each residence shall be provided with a standard mailbox near the street upon which said residence fronts.

10. Clothes lines and similar outside equipment incident to said residences shall be installed only in the back yards of such residences. Every residence shall be equipped with standard garbage cans to be kept in the rear of said residence, and garbage shall be removed at least weekly from said residences.

11. No livestock shall be kept or maintained on the premises except that no more than two (2) full-grown pets may be kept and maintained at such residence.

If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation. It is understood and agreed that this right extends not only to present owners of land in said subdivision but also to future owners therein.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions herein, and such other provisions shall nevertheless remain in full force and effect subject to the terms hereof.

IN TESTIMONY WHEREOF, the said James E. Garner and wife, Gladys W. Garner have hereunto set their hands and seals, this 30th day of July, 1965.

James E. Garner (SEAL)
James E. Garner

Gladys W. Garner (SEAL)
Gladys W. Garner

NORTH CAROLINA

RANDOLPH COUNTY

I, Mazie W. Craven, a Notary Public of said County, do hereby certify that James E. Garner and wife, Gladys W. Garner, personally appeared before me this date and acknowledged the execution of the foregoing restrictions. Let the instrument along with this certificate be registered.

Witness my hand and seal, this 30th day of July, 1965.

Mazie W. Craven
Notary Public

My Commission Expires: November 21, 1965.

NORTH CAROLINA, Randolph County

The foregoing
Certificate of Mazie W. Craven
a Notary Public of Randolph County
State of N. C., is adjudged to be correct. Let the
instrument, with the certificate, be registered.
This 30th day of August, 1965

Linda C. Hollinger, Dep.
Clerk Superior Court

Filed for registration at 9:15 A.
August 2, 1965 and
registered in the office of the register of
Deeds for Randolph County in Book No.

Page No.
Archie Shaw
Register of Deeds