

NORTH CAROLINA

RANDOLPH COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that L. A. Teel and wife, Mabel Auman Teel, 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, L. A. Teel and wife, Mabel Auman Teel are the sole owners of those certain lands known as Little River Acres, as shown by plats thereof recorded in Plat Book 12, page 42, in the office of the Register of Deeds of Randolph County, North Carolina; and

WHEREAS, said lands are so subdivided as to comprise a unit in the general plan for development of the larger tract of land from which said platted lands derived, but these restrictive covenants are intended only to effect the lands described by said recorded plat unless by subsequent instrument these restrictions are made applicable to other lands owned by L. A. Teel and wife, Mabel Auman Teel; and

WHEREAS, it is the intent and purpose of L. A. Teel and wife, Mabel Auman Teel to develop from said platted lands and the surrounding lands so owned by them a residential subdivision and to establish a general plan to further such development and these restrictive covenants are a portion of the general plan of development and are entered into for the benefit of L. A. Teel and wife, Mabel Auman Teel and all purchasers of said platted lots, their heirs and assigns, and others interested in said subdivided lands; AND WHEREAS, the purpose of these restrictive covenants is to impose uniform restrictions upon the lands so platted and to put all persons on notice of such restrictions.

NOW, THEREFORE, in consideration of these premises and in the further consideration of the purchase price to be paid by prospective future purchasers of lots in the above described subdivision known as Little River Acres, L. A. Teel and wife, Mabel Auman Teel do hereby contract and agree that all of said lots of said subdivision appearing of record in Plat Book 12, page 42, in the office of the Register of Deeds of Randolph County, North Carolina, are and shall be sold subject to the restrictions and covenants hereinafter set forth, which shall constitute covenants running with the land, that all deeds executed and delivered by L. A. Teel and wife, Mabel Auman Teel for lots in said subdivision shall be made subject to the following restrictions and covenants:

FIRST: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants herein which shall remain in full force and effect.

SECOND: If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, owning any real property situate in said subdivision to prosecute any proceedings at law or in equity against the person, or persons, violating, or attempting to violate, any such covenants, and either to prevent him or them from so doing or to recover damages, or other dues for such violation.

THIRD: The property herein conveyed shall be used only for residential purposes.

FOURTH: No residence shall be constructed or located on said property smaller than one thousand two hundred (1200) square feet of floor space on the main floor, which shall be exclusive of porches, steps, walks, breezeways, carports, garages, et cetera.

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FIFTH: Not more than one residence shall be erected or located on the lot herein conveyed.

SIXTH: No part of any building erected on the lot herein conveyed shall be nearer than eight (8) feet to the side boundary line of said lot nor nearer than seventy (70) feet to the front property line of the above described property; provided, however, if the owner of two or more lots shall elect to use them for one residence, the boundary line between the lots so used shall be regarded as non-existing for the purpose of determining the set-back of the residence.

SEVENTH: No outside toilets or privies shall be maintained upon the premises described herein.

EIGHTH: No house trailer, tent, shack, or temporary structure shall be located on said lot or used at any time as a residence nor shall any building or structure of a temporary nature be permitted on said lot.

NINTH: No building shall be erected, placed, or altered on any lot herein conveyed until the building plans and specifications have been approved in writing as to the conformity and harmony of external design with existing structures in said subdivision and as to the restrictions herein imposed. In the event the developer or its designated representative fails to approve or disapprove such design within ten (10) days after said plans and specifications have been submitted to it, such approval will not be required and this condition will be deemed to have been fully complied with.

TENTH: The grantor reserves for itself, its successors and assigns, the right to lay or establish underground pipes, drains, sewers, conduits, wires, and similar facilities, for use of any public or quasi-public utility or function, along a strip of land ten (10) feet in width along the boundary lines of each subdivided lot or part of the property to which these restrictions apply and the further right to enter from time to time upon the said premises for the purpose of repairing and maintaining such pipes, drains, sewers, conduits, wires, and similar facilities.

ELEVENTH: These restrictions are subject to being altered, modified, cancelled or changed at any time, as to the property as a whole, or as to any subdivided lot or part thereof, by written document executed by L. A. Teel and wife, Mabel Auman Teel and by the owners of not less than sixty (60%) percent of the subdivided lots or parts of the area to which these restrictions apply, and recorded in the Register of Deeds office of Randolph County, North Carolina.

AND IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto and made a part of the consideration hereof that these restrictions shall run with the land subjected to the same by these presents and shall be binding on all parties and all persons claiming under deed from L. A. Teel and wife, Mabel Auman Teel until March 1, 1985, at which time these covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of the record owners of a majority of lots in said subdivision it is agreed to change said covenants in whole or in part and an instrument in writing containing the notarized signature of such majority of owners be recorded in the office of the Register of Deeds of Randolph County, North Carolina.

IN TESTIMONY WHEREOF, L. A. Teel and wife, Mabel Auman Teel have hereunto set their hands and seals, this 18th day of January, 1966.

L. A. Teel (SEAL)
L. A. Teel

Mabel Auman Teel (SEAL)
Mabel Auman Teel

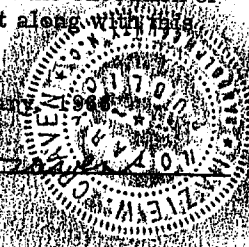
NORTH CAROLINA

RANDOLPH COUNTY

I, Mazie W. Craven, a Notary Public of said County, do hereby certify that L. A. Teel and wife, Mabel Auman Teel personally appeared before me this date and acknowledged the execution of the foregoing Restrictive Covenants. Let this instrument along with this certificate be registered.

Witness my hand and seal, this 18th day of January, 1966.

Mazie W. Craven
Notary Public



My Commission Expires: November 21, 1967

NORTH CAROLINA, Randolph County
The foregoing
Certificate of Mazie W. Craven
& Notary Public of Randolph
State of N. C., is adjudged to be correct
instrument, with the certificate, be registered.
This 27 day of September, 1966
Manfuller Steele, Dep.
Clark Superior Court

Filed for registration at 3:30 o'clock P.
on Sept. 27 1966 and
registered in the office of the register of
Deeds for Randolph County in Book No.

: Page No. _____
Annie Shaw
Register of Deeds
By Wanda Phillips,
asst.