

NORTH CAROLINA
RANDOLPH COUNTY

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RESTRICTIVE COVENANTS FOR CANTERBURY FOREST, SECTION II, TRINITY TOWNSHIP, RANDOLPH COUNTY, A PLAT OF WHICH IS DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RANDOLPH COUNTY, NORTH CAROLINA, IN PLAT BOOK 13, AT PAGE 5.

KNOW ALL MEN BY THESE PRESENTS that BOBBY R. CLODFELTER and wife, SHIRLEY S. CLODFELTER, the owners and developers of the subdivision known as CANTERBURY FOREST, SECTION II, a map of which is duly recorded in the Office of the Register of Deeds for Randolph County, North Carolina, in Plat Book 13, at Page 5, do hereby covenant and agree with all persons, firms or corporations, now owning or hereinafter acquiring any property in said subdivision, that all lots in said subdivision are hereby subject to the following Restrictions as to the use thereof:

The Restrictions imposed hereby are as follows:

1. No lot shall be used except for residential purposes. No building 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 for not more than two cars.
2. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,100 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.
3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements; or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and

all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. 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.
7. No structure of a temporary character, trailers, basements, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
11. No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equiped in accordance with the requirements, standards and recommendations of County Health Department; approval of such system as installed shall be obtained from such authority.
12. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the County Health Department. Approval of such system as installed shall be obtained from such authority.
13. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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16. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, BOBBY R. CLODFELTER and wife, SHIRLEY S. CLODFELTER, have hereunto set their hands and seals, this the 25th day of March, 1968.

Bobby R. Clodfelter (SEAL)
Bobby R. Clodfelter

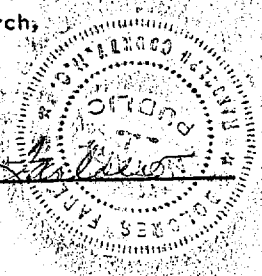
Shirley S. Clodfelter (SEAL)
Shirley S. Clodfelter

NORTH CAROLINA
COUNTY OF RANDOLPH

I, Colores Jarlow, a Notary Public for 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 25th day of March, 1968.

Colores Jarlow
Notary Public



My Commission Expires:

October 26, 1969

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Colores Jarlow
Notary Public of Randolph Co., N.C.
is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book _____, Page _____
This 26th day of March, 1968
at 11:55 o'clock A. M.

By Shirley Jones Deputy
Annie Shaw, Register of Deeds
Register of Deeds

Shirley Jones