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NORTH CAROLINA

RANDOLPH COUNTY

BLANKET RESTRICTIVE COVENANTS GOVERNING THE USE OF PROPERTY LOCATED IN THE GASTON M. BOULDIN SUBDIVISION, as recorded in Plat Book 13, page 68, in the Office of the Register of Deeds of Randolph County, North Carolina.

KNOW ALL MEN BY THESE PRESENTS:

That GASTON M. BOULDIN and wife, HENRIANNA M. BOULDIN, owners and developers of the Gaston M. Bouldin Property, a map of which is duly recorded in the Office of the Register of Deeds of Randolph County, North Carolina, in Plat Book 13, page 68, do hereby covenant and agree with all other persons, firms and corporations now owning or hereafter acquiring any property in said Subdivision, that all lots therein now owned by them are hereby subjected to the following restrictions as to the use thereof, running with said property by whomsoever owned, to-wit:

- 1) All lots in the Subdivision shall be known as and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one, detached single-family dwelling, not exceeding two stores in height, and a private garage for not more than two cars, and other out-buildings incidental to residential use of said lots. For the purpose of these restrictions, no house shall be erected on a lot of less than 100 feet of road frontage;
- 2) No dwelling shall be erected or permitted to remain upon any lot unless the ground floor area of the main structure of said dwelling, exclusive of one-story open porches, and garages, shall be at least 1100 square feet;
- 3) No building, residence, retaining wall or any other masonry structure may be built on any lot using concrete blocks, cinder blocks or cement blocks, or any other type of block which shall be showing from the outside, either in the foundation walls or in the outside walls of the structure;
- 4) No residence, house, garage or other structure shall be erected or permitted to remain upon any lot which shall be constructed with asbestos or imitation siding of any type or description.
- 5) No structure of a temporary character, trailer, mobile home, house trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No residence or home shall be built nearer than forty feet to the front property line, nor within ten feet of the side property line;

HERMAN & HERMAN  
ATTORNEYS &  
COUNSELLORS AT LAW  
HIGH POINT, N. C

- 6) There shall be no outside toilets in this subdivision;
- 7) No junk automobiles, or any other type of salvage stored or allowed to remain upon any lot in this subdivision;
- 8) No chicken houses, hog pens, stable, of any type or description shall be erected or allowed to remain upon any lot in this subdivision. No chicken, cattle, hogs, horses or any other type of livestock shall be kept or permitted to be sheltered on any lot in this subdivision;
- 9) No shell homes shall be placed upon any lot or built or erected on any lot in this subdivision;
- 10) No house trailers, trailers, or other temporary structures shall be placed upon or allowed to remain upon any of the lots in this subdivision;
- 11) These covenants are to run with the land and shall be binding upon all parties, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants shall be recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; provided, that the developers, together with the owners of the adjacent lots on each side may waive any minor violation of these covenants, or building line violations;
- 12) Enforcement of these covenants shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to receive damages therefor;
- 13) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said GASTON M. BOULDIN and wife, HENRIANNA M. BOULDIN have hereunto set their hands and affixed their seals, this the 21 day of July, 1969.

Gaston M. Bouldin (Seal)  
GASTON M. BOULDIN

Henrianna M. Bouldin (Seal)  
HENRIANNA M. BOULDIN

NORTH CAROLINA - RANDOLPH COUNTY

I, Carl C. Culler, a Notary Public of said County, do hereby certify that GASTON M. BOULDIN and wife, HENRIANNA M. BOULDIN, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 22 day of July, 1969.

My Commission Expires:

Carl C. Culler  
Notary Public

HERMAN & HERMAN  
ATTORNEYS &  
COUNSELLORS AT LAW  
HIGH POINT, N. C.

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of

Carl C. Culler

, 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 22nd day of July, 1969 at 10:20 o'clock A.M.

By Annie Shaw Register of Deeds,  
Annie Shaw Register Deeds,  
Register of Deeds