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RESTRICTIONS

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Randolph County North Carolina
Krista M. Lowe, Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

RESTRICTIVE COVENANTS

Prepared by: Alie Yates Brown Attorney *Plu-*

THESE RESTRICTIVE COVENANTS made this the *13th* day of November, 2019 by DONALD W. LANIER, Owner and Developer, (hereinafter referred to as "Developer"), both the Owner in fee simple of the real property now duly platted as LEGACY VIEWS Subdivision, Map One, said plat of which being recorded in the Office of the Register of Deeds of Randolph County, North Carolina in Plat Book 161, Page 23. Developer hereby make the following Declaration as to limitations, restrictions, and uses to which all lots and tracts within said Subdivision and said real property referenced above may be put, hereby specifying that said Declaration shall constitute covenants to run with the lots and tracts referenced above and shall be binding on all parties, entities, persons or firms claiming under them and for the benefit of limitations upon all future owners of lots and tracts of said Subdivision as referenced above. This Declaration of Restrictions is being designated for the purpose of keeping said lots and tracts in said subdivision in a desirable, uniform, and suitable architectural design, to insure the use of said lots and acreage for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and to secure to each residential lot or tract owner the full benefit and enjoyment of his or her home and land with no greater restriction upon the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of property for residential purposes will not be permitted.

These Restrictive Covenants are as herein specified:

- #1. Nothing but a single, private dwelling or residence designed for occupancy of one family shall be erected on any lot or tract nor shall said premises be used for any purpose other than residential purposes. No condominiums, no mobile homes, and no modular homes will be permitted.
- #2. Not more than one residence shall be built on each Lot or tract.
- #3. No manufacturing or commercial enterprise or enterprises of any kind shall be maintained upon any of the lots or tracts nor shall said lots or tracts be used in any way other than strictly residential purposes.

#4. No nuisance, offensive, noisy, or illegal activity shall be done, suffered, or permitted upon the lands in said subdivision nor shall any lot or tract above referenced be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residential purposes or the neighborhood wherein said premises are situated. No living stable, barn, or stable whatsoever or public garage or filling station shall be erected on any part of the lands herein as it pertains to said Lots or tracts.

#5. No horse, cow, hog, goat, goose, reptile, or animals of like kind shall be kept or maintained on the Lots and tracts of said Subdivision nor shall any chickens or chicken yard be maintained thereon.

#6. No billboards, sign boards, or unsightly objects of any kind shall be erected or maintained on said lots or tracts with the exception of a sign "For Sale" or "For Rent" which said sign shall not exceed 2 feet by 3 feet except a development sign erected by the Developer.

#7. All sewage disposal shall be by septic tanks and drain fields meeting all requirements of the North Carolina Board of Health.

#8. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected shall at any time be used as a residence, temporarily or permanently, nor any structure of a temporary character be used as a residence.

#9: No unsightly garbage will be permitted and no junk cars will be permitted on said lots and tracts.

#10. No building shall be erected, placed, or altered on any lot or tract until the construction plans and specifications have been approved by the Developer as to the quality of workmanship and materials and as to the harmony of external design with existing structures. Factors to be considered by the developers shall include but are not limited to minimum floor size of the structure, width and height of the structure, and the building materials to be used. Each residence shall contain a minimum of 1800 square feet of heated space or a minimum of 1600 square feet heated with a total of 2000 square feet under roof. All plans must have written approval of Developer and Developer can modify this Requirement at any time by filing a Modification at the Register of Deeds.

#11. All outbuildings shall be constructed out of residential style material of like style to that of the residence and shall be located at the back of the house towards the rear of the lot or tract.

#12. All fuel tanks shall either be screened by fencing or shrubbery so as not to be visible from the street or buried.

#13. No offensive or dangerous pets shall be allowed or kept on any Lot or tract. No more than four animals shall be fenced in on each Lot or tract. Dogs shall be kept on leashes when out of their secured lot or fencing. No kennels or breeding operations shall be allowed.

No animal of any sort or kind shall be allowed to annoy residents unreasonably, to endanger the life or health of other animals or persons, or to substantially interfere with the quiet enjoyment of others. Pet owners shall be deemed in violation if their pets:

- Consistently or constantly make excessive noise;
- Cause damage to or destruction of another's property;

- Cause unsanitary, dangerous or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement; or
- Create a pest, parasite or scavenger control problem which is not effectively treated.

#14. Fences as pertaining to the Subdivision shall be as follows: All fences must be erected to the rear of the Lot with no portion of the fence extending closer to the street than the rear corner of the residence. All fences shall be decorative in style and no more than five feet in height. Galvanized fencing is allowed but must be painted or coated. PVC fencing is allowed if decorative in style. Fences must be at least five feet from the rear property line and twenty feet from each side property line. No wooden fences shall be allowed.

#15. The Developer reserve the right to subject the real property to a contract with Duke Energy or the like for the installation of underground electric cables and/or the installation of street lighting which may require an initial payment or contribution and/or a continuing monthly payment to Duke Energy or the like by the owner of each building, Lot, or tract.

#16. There shall be no cement or cinder blocks visible in any home or building erected.

#17. No unlicensed or inoperative vehicles shall be stored on any lot or tract except within a garage or storage building.

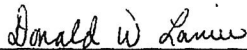
#18. All owners shall be required to maintain their properties by removing litter, leaves, and limbs on a regular basis.

#19. Tractor-trailers shall not be allowed to be parked in any driveway or yard of said Subdivision.

#20. Any mailbox installed or erected on any lot or tract will at all times comply with all Federal, State, and Local laws or regulations pertaining to mailboxes.

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

IN TESTIMONY WHEREOF, DONALD W. LANIER has executed these Restrictive Covenants the date and year first above written.



Donald W. Lanier

State of North Carolina – County of Randolph

I, the undersigned Notary Public of County and State aforesaid, certify that Donald W. Lanier personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 13th day of November, 2019.

My Commission Expires: 10/25/21


Notary Public

