STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

RESTRICTIVE COVENANTS AND CONDITIONS FOR THE COTTAGES AT PIPER VILLAGE

The property subject to these restrictions is the property acquired by the owner in Book 2619, Page 422, of the Randolph County, Register of Deeds, which property is or will be platted as The Cottages at Piper Village.

1. (a) No building or other structure shall be used or built, altered or erected other than as a single-family house and its customary accessory buildings or uses, and no such dwelling house or lot shall be used for other than residential purposes. All building plans must be pre-approved by Developer. Any dwelling plans shall be deemed to be approved if the dwelling has been under construction for ninety days.

(b) The Developer shall not be responsible or liable in any ways for any defects in any plans or specification approved by them, nor for any structural defects in any work done according to such plans and specifications. Further, the Developer shall not be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or specification or the exercise of any other power or right provided for in this Declaration. Every person who submits plans or specifications for approval agrees, by submission of such plans and specifications, and every owner of any Lots agrees, that he, she, or they will not bring any action or suit against Developer to recover any such damage.

2. All drives must be paved either of asphalt or concrete.

3. Structures of a temporary character, trailers, tents, shacks, or other outbuilding used as a temporary residence shall not be permitted.

4. Any mobile, modular, manufactured, or prefabricated home shall not be permitted.

5. Satellite dishes no larger than 18” in diameter will be permitted and must be located in the rear yard.

6. No log houses allowed.

7. No free standing radio or television towers, or antennas.

Submitted electronically by "Moss Woods PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Randolph County Register of Deeds.
8. No lot or part of a lot, may be used as a street except as shown on the plat of the subdivision without the prior written consent of the Developer.
9. Yards are to be maintained on a regular basis with grass and shrubs to be kept cut neat and orderly.
10. Minimum square footage on homes is 1300 square feet.
11. All fencing construction shall be approved by the developer.
   a. Wire and makeshift constructions will not be permitted.
   b. Fencing will be limited to the rear portion of the lot with no portion of the fence extending closer to the street than the rear corners of the primary building.
12. No manufacturing or commercial enterprise, or enterprises of any kind shall be maintained upon any of the lots in said subdivision, nor shall said lots in any way be used for other than strictly residential purposes.
13. No nuisance, offensive, noisy, or illegal calling or transaction shall be done, suffered or permitted upon the lands in said subdivision, nor shall any part of said subdivision be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated. No livery stable, barn, or stable whatsoever or public garage or filling station, shall or will be erected or suffered or permitted to be erected on any part of the lands of this subdivision.
14. No horse, cow, hog, goat, or similar animal shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained hereon.
15. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; no unsightly garbage cans will be permitted.
16. No junk cars will be permitted upon any of the lands in this subdivision.
17. No outbuildings shall be allowed on the premises unless approved by the developers. Developers shall approve the construction plans for any outbuilding when said structures are constructed out of the substantially same material as the residence and designed in such a manner as to not detract from the overall residential scheme of the development.
18. No door color changes are to be made without approval of developer.
19. No carports are to be enclosed.
20. Developer reserves the right to make minor changes in these restrictive covenants that will enhance the property.

Signed this 28 day of March, 2019.

[Signature]
(SEAL)

Owner, P.R.O. Development, LLC
North Carolina
County of _______ Randleman _______

I, _______ Angela B Brown _______ a Notary Public of the above state and county, certify that _______ John A. Rosenbaum Jr. _______ in his/her capacity as duly authorized _______ owner _______ of _______ P.R.O. Development LLC _______ personally appeared before me this day and at the same time and place all of the following occurred: (a) the aforesaid individual appeared in person before me; (b) the aforesaid individual was personally known to me, or identified by my through satisfactory evidence; and (c) the aforesaid individual either indicated and acknowledged to me that the signature on the above document was his hers or signed the above document while in my physical presence, and while being personally observed by me doing so.

Date: 3/28/19  

Angela B Brown  
Notary Public

My Commission Expires: 7/27/2019

ANGELA B BROWN  
NOTARY PUBLIC  
RANDOLPH COUNTY, NC  
My Commission Expires 7/27/2019