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NORTH CAROLINA

RESTRICTIVE COVENANTS

NORTH CAROLINA

Phillip R. Craven and wife, Karen C. Craven, Herman K. McDowell and wife, Barbara B. McDowell and W. Reid Kearns and wife Lois W. Kearns, first being duly sworn, depose and say:

(1) That they are citizens and residents of Randolph County, North Carolina, and are the owners of a tract or parcel of land located in Back Creek Township, Randolph County, North Carolina, a portion of which has been subdivided into various sections and a plat of Kivett Lake, Section 1, is recorded in Plat Book 26, Page 36, in the Randolph County Registry. These restrictions also apply to Kivett Lake Subdivision, Sections 2 and 3. Said plats presently being unrecorded.

(2) That the said owners, in order to promote a well classified and regulated residential subdivision, do hereby place upon said property, being Lots Nos 1 through 6, Kivett Lake - Section No. 1, together with the remaining portion of Kivett Lake shown on said plat and the platted lots on Kivett Lake, Sections Nos. 2 and 3, the following restrictive covenants:

- (a) This property shall be for residential use only. All residences thereon shall consist of at least four (4) rooms, plus one (1) bath and shall have a minimum of one thousand (1,000) square feet of enclosed floor space, exclusive of breezeways and garages.
- (b) All residences shall be constructed at least thirty (30) feet from the front property lines, at least ten (10) feet from the side property lines of the subdivision lots or any division of the said lots and at least twenty (20) feet from the back property lines.
- (c) No used lumber, second-hand material or unsightly material shall be used in any construction on the property nor placed, stored or used on said property.
- (d) All residences shall be single family dwellings. No apartment houses shall be erected or licensed to exist on the property.
- (e) No house trailer or manufactured home, less than twelve (12) feet in width or less than forty-eight (48) feet in length, nor any house trailer or home manufactured by other than a reputable manufacturer shall be placed upon or allowed to remain on the property.

- (f) All house trailers and manufactured homes must be on masonry foundations or have vinyl underpinning.
- (g) No junk motor vehicles or unlicensed motor vehicles shall be kept on any portion of the property or allowed to remain on any portion of the property.
- (h) All sewage disposal in connection with the use of the property shall be through the use of approved septic tanks, and sanitary arrangements must comply with local or state health ordinances, laws and regulations.
- (i) No poultry, swine or livestock shall be kept on or allowed to remain on the property, and no poultry, swine or livestock houses or facilities shall be constructed on or allowed to remain on the property.
- (j) No offensive activity that may become a nuisance or annoyance to the neighborhood shall be conducted, allowed or maintained on the property.
- (k) All garbage shall be kept in enclosed containers and shall be removed from the premises at least weekly to a county landfill or other approved place of disposal.
- (l) The area shown as Kivett Lake on said plat shall be used only for reasonable recreational purposes by the owners of Lots 1, 2, 3, 4, 5 and 6 and by the owners of all other lands abutting the lake. Any portion of Kivett Lake lying within the boundaries of any subdivision lot or within the area of any subsequent deed shall be subject to the right of any abutting owner to use said lake for reasonable recreational purposes and an easement for such mutual use is hereby dedicated.

The above covenants and conditions are placed on the said property as a part of a general scheme or plan of development for the benefit of all owners of any portion of the property described. Said covenants shall be binding upon the present owners, their successors, heirs and assigns, and shall be covenants running with the land and binding on all future owners.

These restrictive covenants shall be in full force and effect until January 1, 2011.

These restrictions shall not apply to any of the developers' additional land (except Kivett Lake, Sections 1, 2 and 3) unless and until the developers expressly subject the same to all or any portion of said restrictions.

001651

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals on this the 28th day of April, 1986.

Phillip R. Craven (SEAL)  
Phillip R. Craven

Karen C. Craven (SEAL)  
Karen C. Craven

Herman K. McDowell (SEAL)  
Herman K. McDowell

Barbara B. McDowell (SEAL)  
Barbara B. McDowell

W. Reid Kearns (SEAL)  
W. Reid Kearns

Lois W. Kearns (SEAL)  
Lois W. Kearns

NORTH CAROLINA

RANDOLPH COUNTY

I, Louwanda A. Allright, a Notary Public of said County and State, do hereby certify that Phillip R. Craven and wife, Karen C. Craven, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 1st day of May, 1986.

Louwanda A. Allright  
Notary Public

My commission expires: 11/6/88

NORTH CAROLINA

Lois W. Kearns

NORTH CAROLINA

RANDOLPH COUNTY

I, Louanda A. Waight, a Notary Public of said County and State, do hereby certify that Phillip R. Craven and wife, Karen C. Craven, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 1st day of May, 1986.

Louanda A. Waight  
Notary Public

My commission expires: 11-16-88

NORTH CAROLINA

RANDOLPH COUNTY

I, Louanda A. Waight, a Notary Public of said County and State, do hereby certify that Herman K. McDowell and wife, Barbara B. McDowell, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 1st day of May, 1986.

Louanda A. Waight  
Notary Public

My commission expires: 11-16-88

NORTH CAROLINA

RANDOLPH COUNTY

I, Louanda A. Waight, a Notary Public of said County and State, do hereby certify that W. Reid Kearns, and wife, Lois W. Kearns, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 1st day of May, 1986.

Louanda A. Waight  
Notary Public

My commission expires: 11-16-88

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of

Louanda A. Waight

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 1178 Page 1649 This 1 day of May, 1986 at 11:58 o'clock A. M.

Annie Shaw, Register of Deeds

By [Signature] Register of Deeds

1651-A