

NORTH CAROLINA
RANDOLPH COUNTY

RESTRICTIVE COVENANTS

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 sections and a plat of Kivett Lake, Section 5, Map I is recorded in Plat Book 27, Page 28 and a plat of Kivett Lake, Section 5, Map II is recorded in Plat Book 27, Page 29, in the Randolph County Registry. These restrictions apply to Kivett Lake Subdivision, Section 5, Maps I and II.

(2) That the said owners, in order to promote a well classified and regulated residential subdivision, do hereby place upon said property, being Kivett Lake - Section No. 5, Maps I and II, 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.

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- (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 or swine shall be kept on or allowed to remain on the property, and no poultry or swine houses or facilities shall be constructed on or allowed to remain on the property. Lots in excess of 2 acres may keep and maintain horses thereon for personal use.
- (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) None of the lots in Section V of Kivett Lake Subdivision have water frontage and no owners of lots in Section V shall have any right in and to the use of Kivett Lake.

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 unless and until the developers expressly subject the same to all or any portion of said restriction.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals on this the 16th day of September, 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

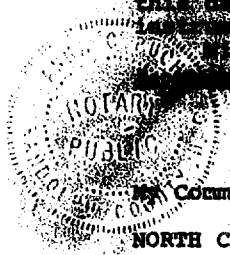
W. Reid Kearns (SEAL)
W. Reid Kearns

Lois W. Kearns (SEAL)
Lois W. Kearns

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NORTH CAROLINA
RANDOLPH COUNTY

I, Anna G. Pugh, 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 16th day of September, 1986.

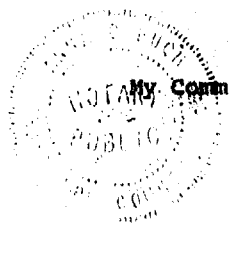


Anna G. Pugh
Notary Public

My Commission Expires: May 15, 1990

NORTH CAROLINA
RANDOLPH COUNTY

I, Anna G. Pugh, 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 16th day of September, 1986.



Anna G. Pugh
Notary Public

My Commission Expires: May 15, 1990

NORTH CAROLINA

RANDOLPH COUNTY

I, Anna G. Pugh, 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 16th day of September, 1986.

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Anna G. Pugh
Notary Public

Commission Expires: May 15, 1990

NORTH CAROLINA - Randolph County

The foregoing certificate(s) of Anna G. Pugh

Notary Public of Randolph Co, NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1186, Page 535. This 18 day of September, 1986 at 2:56 o'clock P.M.

Annie Shaw, Register of Deeds

By Debbie Green, Deputy Register of Deeds