

**RESTRICTIVE COVENANTS
KEYAUWEE FOREST**

Plat book 29, Page 64

090448

KNOW ALL MEN BY THESE PRESENTS THAT JAMES LEROY WALKER & D. E. HILL are the owners of the above captioned subdivision by virtue of a deed recorded in Book 1203, Page 911 of the Randolph County Registry and are the developers of said subdivision, that the developers desire to provide a uniform-scheme of development for said real property for the preservation of the neighborhood and orderly development of the subdivision for the mutual benefit of all land owners therein, both now and in the future and pursuant to the scheme of development, the developers do hereby set forth the following restrictive covenants applicable to said lands upon the terms and conditions herein set forth. These restrictive covenants to run with the land are as follows:

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(1) This property shall be used for residential purposes only and only single family dwellings shall be permitted upon any lot in the subdivision.

(2) No residence shall be built in this subdivision that shall contain less than 1000 square feet of heated floor space, exclusive of carports, porches and garages. However, any residence of more than one story, the ground floor, such residence shall contain a minimum of 750 square feet.

(3) All construction plans for homes and other buildings upon the lots, including set back lines for the front and side of the lot shall be submitted to the developer, his authorized agent for approving plans, or his personal representative or attorney-in-fact for approval in writing prior to beginning construction so long as the developer shall be living or until the expiration of these restrictive covenants whichever is the shorter period of time.

(4) No structure shall be built leaving cement or concrete blocks left visible from the roadside without express permission of the developer.

(5) No imitation brick siding nor asbestos shingles shall be used in constructions so as to be visible from the roadside serving or abutting the particular lot or lots without express permission of the developer.

(6) No mobile home or trailer homes shall be permitted on any lot in the subdivision, but recreational vehicles owned by the occupant of a complying residence upon any lot may be parked upon his or her premises so long as the same shall not be visible from the roadway abutting the said lot and no such recreational vehicle shall be used as living quarters upon the premises.

(7) No homes of a temporary character such as a basement only or tent shall be permitted upon any lot.

(8) No lot or part of a lot shall be used as a street for access to property adjoining this subdivision without the express written permission of the developer or of the lot owners immediately adjacent to the proposed roadway.

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(9) No junk automobiles shall be permitted to be stored or remain on any lot.

(10) No animals or livestock shall be kept on any lot, except that domestic or household pets may be kept provided they are not raised or kept for commercial use or breeding and are maintained securely by fence, chain or other restraining device upon the lot of the animal owner.

(11) Any proposed fence upon any lot in the subdivision shall be subject to the written approval of the developer or the written approval of the owners of all lots immediately adjacent to the land proposed to be fenced.

(12) No obnoxious or offensive activities that might become an annoyance to the neighborhood shall be permitted upon any lot.

(13) No lot shall be used for the purpose of raising a garden alone before construction of any residence, however, after a residence has been built a small garden for the noncommercial raising of vegetables for the owner of the residence shall be permitted upon the lot of one which the residence is constructed or upon an adjacent lot owned by the owner of the residence.

(14) No lot shall be used for storage purposes, except that building materials to be used in the construction of a residence or other buildings upon a particular lot may be kept thereon for a period not to exceed six (6) months.

These restrictive covenants shall exist and continue and run with the land for a term of fifteen (15) years from the date hereof at which time the restrictions shall expire, unless and until renewed by written agreement and consent of the owner or owners of seventy-five percent (75%) or more of the total lots in the subdivision which renewals shall be for a term of ten (10) years each, provided such written consent and agreement shall be notarized and recorded in the office of the Register of Deeds on or before the expiration of the next previous term of these restrictive covenants.

Instrument is being re-recorded
due to incorrect Book and Page number.
Acknowledgement has been signed
again also.

Cindy Wilson
Britt Development

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IN WITNESS WHEREOF the said James Leroy Walker and D.E. Hill have caused this instrument to be signed in its joint venture by its duly authorized owners.

James Leroy Walker

James Leroy Walker
Owner

D. E. Hill

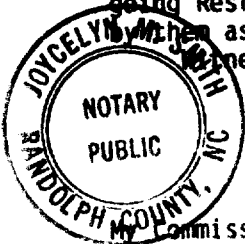
D. E. Hill
Owner

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NORTH CAROLINA
COUNTY OF Randolph

I, JOYCELYN M. SMITH (DALE), a Notary Public of said county and State do certify that JAMES LEROY WALKER AND D. E. HILL personally came before me this day and acknowledged that he/she are the owners of the property and that by authority duly given and as the act of the owners, the foregoing Restrictive Covenants was signed in its name by its Owners, attested by them as owners.

In witness my hand and official seal, this 2 day of November, 1989.



Joycelyn M. Smith (Dale)
Notary Public

My Commission Expires

2-2-92

North Carolina-Randolph County
The foregoing certificates of
is (are) certified to be correct.
and recorded in this office at Book
1989 at 2:30 o'clock P.M.

Joycelyn M. Smith (Dale) N.P.
This instrument was presented for registration
and recorded in this office at Book 147 Page 1949. This 2 day of November

Ann Shaw - Register of Deeds
By, Kristin Lowe, Deputy
Register of Deeds