

THESE PROTECTIVE COVENANTS, made this the 30 day of September, 1992, by DONALD W. LANIER and wife, CHERYL K. LANIER, JOHN LARRY McDOWELL and wife, GLENDA C. McDOWELL, all of Randolph County, North Carolina;

WITNESSETH:

THAT Donald W. Lanier and wife, Cheryl K. Lanier, John Larry McDowell and wife, Glenda C. McDowell, are the owners-developers of the certain real property located in Tabernacle Township, Randolph County, North Carolina, and now duly platted as JACKSON CREEK HILLS, MAP NO. 2, which said plat is recorded in the office of the Register of Deeds of Randolph County, North Carolina, in Plat Book 36, at Page 8; and

THAT the owners-developers hereby make the following declaration as to limitation, restrictions and uses to which all lots in said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with the lots in said subdivision and shall be binding on all parties, corporations, and all persons or firms claiming under them and for the benefit of and limitations upon all future owners of lots in said subdivision, this declaration of restrictions being designated for the purpose of keeping said lots in said subdivisions desirable, uniform and suitable in architectural design, and to insure the use of said lots 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 thereby to secure to each residential lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes shall not be permitted.

The Protective Covenants are as herein specified:

1. The property shall be used for residential purposes only and any residences so erected shall contain a minimum of 650 square feet of heated living area.
2. Single-wide mobile homes, double-wide mobile homes or pre-manufactured housing will be allowed if it complies with the minimum square feet stated in Item 1 above. Only 1985 or newer mobile homes will be permitted and no mobile home models older than 1985 will be permitted at the time of the sale of a lot. All mobile homes shall have masonry foundations.
3. All houses shall be built and all mobile homes or pre-manufactured homes shall be located at least fifty (50) feet from the front property line and at least ten (10) feet from the side property line.
4. No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any of the lots in said subdivision, nor shall said lots in any way be used for other than strictly residential purposes.
5. No swine, chickens, cattle, fowl, goats, or other livestock shall be kept or maintained upon the premises for commercial purposes. It shall be permissible for owners of lots containing over one acre to have livestock, except for swine, for domestic purposes.
6. No apartment houses or duplex apartments shall be erected or licensed to exist on said property; all residences shall be single family residences.

EX 133 PG 1179

EX 1330 PG 1180

7. No sign board of any description shall be displayed on any residential lot with the except of a sign "For Sale" or "For Rent", which sign shall not exceed two feet by three feet except development signs.

8. No nuisance, offensive, noisy, or illegal trade, calling, or transaction shall be done, suffered, or permitted upon the lands in said subdivision, nor shall any lot or part of said subdivision be used or occupied injuriously to affect the use, occupation, or value or the adjoining or adjacent premises for residential purposes, or the neighborhood wherein said premises are situated.

9. There shall be no non-licensed or junk vehicles kept on the premises.

10. The owners-developers herein retain the right to modify, change or delete any or all of the above restrictions.

Said covenants shall be binding upon the present owners-developers, their successors, heirs, and assigns, and shall be covenants running with the land and binding on all future owners. These protective covenants shall be in full force and effect for the period of time ending September 30<sup>th</sup>, 2022.

IN WITNESS WHEREOF, Donald W. Lanier and wife, Cheryl K. Lanier, John Larry McDowell and wife, Glenda C. McDowell have hereunto set their hands and seals to these Protective Covenants as of the day and year first above written.

Donald W. Lanier (SEAL)  
Donald W. Lanier

Cheryl K. Lanier (SEAL)  
Cheryl K. Lanier

John Larry McDowell (SEAL)  
John Larry McDowell

Glenda C. McDowell (SEAL)  
Glenda C. McDowell

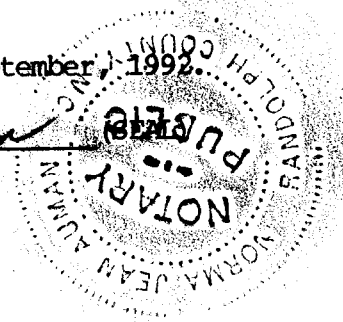
STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

I, Norma Jean Cuman, a Notary Public in and for said County and State aforesaid, do hereby certify that Donald W. Lanier and wife, Cheryl K. Lanier, John Larry McDowell and wife, Glenda C. McDowell, personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 30 day of September, 1992.

My commission expires:  
July 18, 1992

Norma Jean Cuman  
Notary Public



NORTH CAROLINA — Randolph County  
The foregoing certificate(s) of

Norma Jean Cuman, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1338  
Page 1179, This 5<sup>th</sup> day of Oct., 19 92 at 2:46 o'clock P. M.

Ann Shaw, Register of Deeds  
By Fann Hall, Deputy Register of Deeds