

✓ Mail: Neal Craven  
118 S. Cox St.  
Asheboro, NC 27203

K/10

STATE OF NORTH CAROLINA

**RESTRICTIVE COVENANTS**

COUNTY OF RANDOLPH

THIS DECLARATION of restrictive and protective covenants and conditions made and entered into this the 14 day of JUNE, 1994, by and between S. NEAL CRAVEN and wife, ARETTA S. CRAVEN, parties of the first part, and PROSPECTIVE PURCHASERS of lots as shown and delineated on a plat entitled "CRESTVIEW MANOR", Map One, Section 2, and on a plat entitled "CRESTVIEW MANOR", Map Two, Section 2, subdivisions located in Cedar Grove Township, Randolph County, North Carolina, parties of the second part;

**WITNESSETH:**

WHEREAS, the said parties of the first part are citizens and residents of Randolph County, North Carolina, and are the owners of a tract or parcel of land located in Cedar Grove Township, Randolph County, North Carolina, which has been subdivided, plats of said subdivision being entitled "Crestview Manor", Map One, Section 2, being recorded in the Randolph County Registry in Plat Book 39, Page 88, and "Crestview Manor", Map Two, Section 2, being recorded in the Randolph County Registry in Plat Book 39, Page 89, and

WHEREAS, the said parties of the first part intend to convey said lots as the same are shown and delineated on the above-mentioned maps subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivisions more desirable and to be for the benefit of all those who acquire title to any one or more of the lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any or all of said lots and which shall be binding upon each such person, firm or corporation to whom or to which the parties of the first part may hereafter convey any of said lots.

9411226

EX 1396PG0581

NOW, THEREFORE, in consideration of the premises, said parties of the first part hereby covenant and agree with said Prospective Purchasers that each of the aforementioned lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said numbered lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of said lots, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions.

THE RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS ARE AS FOLLOWS:

- (a) This property shall be for residential uses only; however, the parties of the first part reserve for themselves and their designated assigns the right to use any lot or lots which they retain ownership of for the purpose of an access road to any property which they may own adjoining the said subdivisions. All residences built 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 mobile home, less than twelve (12) feet in width or less than forty-eight (48) feet in length, nor any house trailer or manufactured home that is not in good repair, nor any house trailer or manufactured home over ten years old shall be placed upon the property. This does not mean any home has to be removed when it becomes ten years old. No house trailer or home manufactured prior to 1984 shall be placed or allowed to remain on any lot.
- (f) All house trailers and manufactured homes being placed on any lot must be on masonry foundations or have vinyl underpinning within ninety (90) days of said placement on said lot.
- (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 and 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 1.5 acres may have horses. This paragraph shall not apply to any lot or parcel of land in excess of five (5) acres.
- (j) No obnoxious or offensive activity that may be or become a nuisance or an annoyance to the neighborhood shall be conducted, allowed or maintained on the property.
- (k) No buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks, or burial grounds shall be placed within the fifty-foot right of way of Carolina Power & Light Company as shown on said recorded plats.

Invalidation of any of these covenants or conditions by judgment or order by any Court shall in no way affect any of the other conditions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties of the first part, have caused this instrument to be executed the day and year first above written.

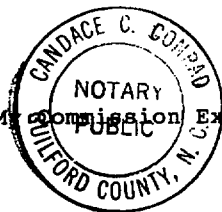
S. Neal Craven (SEAL)  
S. Neal Craven

Aretta S. Craven (SEAL)  
Aretta S. Craven

NORTH CAROLINA  
RANDOLPH COUNTY

I, CANDACE C. CONRAD a Notary Public of the County and State aforesaid, certify that S. Neal Craven and wife, Aretta S. Craven, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 14 day of JUNE, 1994.



Candace C. Conrad  
Notary Public

My Commission Expires: DEC. 20, 1998

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of .....

Candace C. Conrad, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1396  
Page 581, This 14 day of June, 1994 at 2:54 o'clock P. M.

Ann Shaw, Register of Deeds  
Ann Shaw, Register of Deeds