

3

NORTH CAROLINA

RESTRICTIVE COVENANTS

RANDOLPH COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THAT THE undersigned persons are all the owners of all the lots in that certain subdivision known as KINVIEW SUBDIVISION, lying and being in Trinity Township, Randolph County, North Carolina; that said property has been divided into lots and streets as shown on the plat thereof which is duly recorded in the office of the Register of Deeds for Randolph County, North Carolina, in Plat Book 12 at Page 15. In order to provide a uniform plan for the improvement and protection of said entire subdivision known as KINVIEW as per plat thereof recorded in the office of the Register of Deeds for Randolph County in Plat Book 12 at Page 15, we do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring any of said property that all of said lots in said subdivision shall be and hereby are subjected to the following restrictive covenants as to the use thereof, said restrictions to run with the property and being as follows:

- (1) The property shall be used for residential purposes only and no building other than single family residences shall be built on said premises. This restriction shall not prevent the occupant of any residential structure located on any of said lots from engaging in an occupation requiring the performance of personal services such as but not limited to bookkeeping, accounting, cosmetology, or similar services, provided no person engaged in business shall display any name or sign board or any advertisement.
- (2) No house shall be built on a lot having less than twenty thousand (20,000) square feet.
- (3) No exposed concrete blocks, except of a special design or bond for decoration purposes, asbestos siding or any type of imitation or asphalt siding may be used.
- (4) At least thirty (30%) per cent of the exterior area of each structure must be constructed of brick, stone, or perma-stone.
- (5) No house shall be built having a heated living area of less than one thousand one hundred (1,100) square feet, except that a house having one thousand square feet (1,000) square feet of heated living area may be built provided such house is at least sixty (60) feet long and the carport thereon does not open to the front. The area of porches, carports, garages and basements shall not be included in computing the minimum square footage of any house built on said lots.
- (6) No trailer, mobile home, tent, shack or other structure shall be placed on said property and used as a dwelling, either permanently or temporarily.
- (7) No house shall be built nearer the front property line than sixty (60) feet, except that on a corner lot the minimum set-back on the side property line shall be thirty-five (35) feet. Except for houses built on corner lots on the side adjoining the street no houses shall be built closer to any side lot line than ten (10) feet.
- (8) No junk cars, house trailers or any other machinery or equipment not related to upkeep of the property shall be stored on any lot so as to be exposed or visible to the street.

(9) No solid or wire mesh fence nor any fence more than four (4) feet in height shall be installed closer to the street than the front of the house.

(10) No house shall be constructed on said lots having a metal roof.

(11) No pigs, chickens, goats, cows, horses or any other animals other than small domesticated, tame animals kept as pets shall be kept on any lot.

(12) No outside toilets shall be erected or permitted on any of said lots.

(13) Invalidation of any one of the foregoing restrictions shall not invalidate the remainder of said restrictions.

(14) If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions hereinbefore set forth it shall be lawful for any other person or persons owning any other lot or lots in said development or subdivision to prosecute any action at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, either to prevent him or them from so doing or to recover damages or other dues for such violation.

(15) All of the restrictions as set forth above shall control and be binding upon the owners of the above described property and their respective heirs and assigns until January 1,

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals, this the 18th day of December, 1967.

Reid R. Cole (SEAL) Erie M. Cole (SEAL)  
Reid R. Cole Erie M. Cole

Richard P. Hughes (SEAL) Belva T. Hughes (SEAL)  
Richard P. Hughes Belva T. Hughes

Travis C. Talbert (SEAL) Corrina S. Talbert (SEAL)  
Travis C. Talbert Corrina S. Talbert

Harold B. Cobb (SEAL) Daisy York Cobb (SEAL)  
Harold B. Cobb Daisy York Cobb

James R. Williams (SEAL) Lois L. Williams (SEAL)  
James R. Williams Lois L. Williams

Wesley B. Umberger (SEAL) Elizabeth B. Umberger (SEAL)  
Wesley B. Umberger Elizabeth B. Umberger

L. H. Kinney (SEAL) Hilda B. Kinney (SEAL)  
L. H. Kinney Hilda B. Kinney

NORTH CAROLINA

RANDOLPH COUNTY

I, William R. Farlow, a Notary Public of the

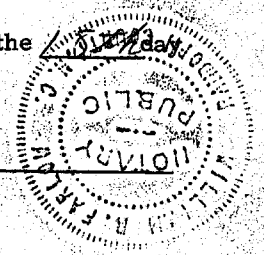
(4)

county and state aforesaid do hereby certify that Reid R. Cole, Erie M. Cole, Richard P. Hughes, Belva T. Hughes, Travis C. Talbert, Corrina S. Talbert, Harold B. Cobb, Daisy York Cobb, James R. Williams, Lois L. Williams, Wesley B. Umberger and Elizabeth Umberger and L. H. Kinney and Hilda B. Kinney

personally appeared before me this day and acknowledged execution of the foregoing Restrictive Covenants.

WITNESS MY HAND AND NOTARIAL SEAL this the 12th day of December, 1967.

William R Farlow  
Notary Public



My Commission Expires: 9/30/69

NORTH CAROLINA

RANDOLPH COUNTY

I, \_\_\_\_\_, a Notary Public of the county and state afore said do hereby certify that \_\_\_\_\_

personally appeared before me this day and acknowledged execution of the foregoing Restrictive Covenants.

WITNESS MY HAND AND NOTARIAL SEAL this the \_\_\_\_ day of \_\_\_\_\_, 196\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA -- Randolph County

The foregoing certificate(s) of William R. Farlow, a 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 \_\_\_\_\_, Page \_\_\_\_\_

This 19 day of Dec., 1967 at 10:40 o'clock A. M.

Annie Shaw, Register of Deeds

By Sue Phillips, asst.  
Register of Deeds