

VANCE COUNTY, N. C.  
FILED FOR RECORD05455  
STATE OF NORTH CAROLINA  
COUNTY OF VANCE37 OCT 10 PM 2:10  
CYNTHIA S. ABBOTT  
REGISTER OF DEEDS

## RESTRICTIVE COVENANTS

WHEREAS, K & R ASSOCIATES OF HENDERSON, LLC, is the owner in fee of the following described lots or parcels of land located in Middleburg Township, Vance County, North Carolina, and more particularly described as follows:

Being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 as shown on that map for Mill Creek Subdivision (owner: K & R Associates of Henderson, LLC), dated April 3, 1997, revised September 10, 1997, as prepared by Alan's Surveying Company, P.A. and recorded in Plat Book "V", Page 702, Vance County Registry.

WHEREAS, K & R Associates of Henderson, LLC, hereinafter referred to as "developer", for the purposes of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in said above-described development do hereby covenant to and with the present and future owners of said lots as follows:

1. No lot shall be subdivided without the written consent of the developer or their successors, assigns or legal agent, except that two lot owners may subdivide a lot lying between them; provided, further, that adjoining lot owners may adjust the common boundary line by the sale or exchange of the property between such owners, so long as such sale or exchange conforms in all respect with the zoning ordinances of Vance County, North Carolina; and so long as said sale or exchange conforms with all other provisions of these restrictive covenants.
2. No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or placed on any lot closer than 100 feet from the margin of the right of way of the road granting access to said lot (or 130 feet from the centerline of said road), nor 25 feet from the side lines of said lots, nor closer than 25 feet from the rear lines of said lots; the developer or their successors, assigns, or legal agent, reserves the right to grant, in writing, a variance or waiver of up to 10% of an applicable setback requirement, should the developer or their successors, assigns or legal agent, in their sole discretion deem the same to be advisable.
3. A unit of a temporary character may be maintained on any lot provided said unit is hooked up to a well, septic tank and power supplied by a public utility within three months of units placement upon any lot. One additional camping unit shall be allowed on any lot for a period of not more than 30 continuous days nor more than a total of 120 days during any calendar year. Unoccupied camping units owned by the lot owner may be parked on lots with dwellings and shall not be subject to these restrictions.
4. Any permanent dwelling, exclusive of open porches and garages, shall contain a

HIGHT, FAULKNER &amp; ROSS

## RESTRICTIVE COVENANTS

PAGE 2

minimum of 960 square feet, measured from outside wall lines. All permanent dwellings shall have masonry perimeter foundations. For any recent model double-wide or single-wide manufactured homes to be placed on any lot, written permission must be obtained from the developer or their successors, assigns, or legal agent.

5. All driveway pipe shall be constructed of 15 inch re-enforced pipe in compliance with all specifications of the State of North Carolina.
6. No animal, livestock (including pet pigs), or poultry of any kind shall be raised or bred on any lot except for horses, dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to the other lot owners.
7. No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all lots shall be kept in an orderly and sanitary condition at all times.
8. No automobile or equipment that is inoperable will be allowed to remain on any lot for more than fifteen (15) days.
9. No billboard or signs (except those suitable for sale of lot) shall be permitted or maintained on any lot.
10. No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein described unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance County Health Department and North Carolina State Board of Health. No outdoor toilets or privy shall be constructed on any lot.
11. No noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done on the lots herein described which may be or may become an annoyance or a nuisance to the other properties now owned by the developer or to the neighborhood.
12. The developer assumes no responsibility of maintenance and upkeep of any well or septic tank required by an owner or future owner relative to the use of said property, and each owner hereafter shall maintain and be responsible for the upkeep and the installation, maintenance and upkeep of any such water or septic system desired by them for the use of said premises.

HIGHT, FAULKNER &amp; ROSS

## RESTRICTIVE COVENANTS

PAGE 3

13. Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

14. These provisions are to run with the lots and shall be binding on all parties owning the lots and all persons claiming under them for a period of 30 years from the date these restrictions are recorded, after which said time, said covenants shall be automatically extended for additional periods of 10 years each, unless an instrument signed by three-fourths of the then owners of the similarly restricted lots has been recorded in which it is agreed otherwise.

15. The conveyance of all lots is made and accepted subject to any easement and/or rights of way that may have been granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities, or as shown on the recorded plat of Mill Creek Subdivision, and the developer reserves the right to subject the lots in the subdivision to right of ways for the installation of utilities ten feet wide along all property lines.

16. The developer has constructed a lake access easement as located on the above-referenced plat, and a path running from the Mill Creek Subdivision to a multiple dock, located on the John H. Kerr Reservoir, which serves the Mill Creek Subdivision. Said easement, path and multiple dock shall be for the use and benefit of all owners of lots adjoining said easement, and to this end, each lot adjoining said easement shall be subject to a non-exclusive easement appurtenant of ingress, egress and regress in favor of the adjoining lots. Each of the owners of a lot adjoining said easement agree to bear their pro-rata costs of the necessary expenses to maintain the easement, path and multiple dock in all-weather state of good repair. Until fifty percent (50%) of the lots adjoining said easement have been sold, the developer shall be responsible for any decisions regarding the need for maintenance and the manner and extent of said maintenance, improvement or repair and shall collect from the other adjoining lot owners their pro-rata costs of said maintenance and repairs on a quarterly basis. Once fifty percent (50%) of the lots adjoining said easement have been sold, (at which time the developer's obligation to contribute pro-rata toward easement maintenance shall cease), the owners of the adjoining lots shall form a non-profit association which shall be charged with the responsibility of contracting for any easement, path and multiple dock maintenance work and shall make decisions regarding the need for maintenance and the manner and extent of said maintenance, improvement or repair and shall collect from the other adjoining lot owners their pro-rata costs of said maintenance and repairs on a quarterly basis. Each lot owner's pro-rata costs of necessary expenses to maintain the easement, path and multiple dock in an all-weather state of good repair shall constitute a lien upon his/her or their individual lot until such time as their quarterly assessment has been paid. Once fifty percent (50%) of the lots adjoining said easement have been sold, developer shall transfer ownership of the multiple dock permit to the non-profit association, subject to approval by the U.S. Corps of Engineers.

HIGHT, FAULKNER &amp; ROSS

## RESTRICTIVE COVENANTS

PAGE 4

17. Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages against any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same. The non-profit association as described above shall assume all responsibility for enforcement of and any approvals, variances, releases and permissions required under these restrictions once fifty percent (50%) of the lots have been sold.

IN WITNESS WHEREOF, the developer has caused this instrument to be executed and sealed in its name by its duly authorized managers, this 10th day of October, 1997.

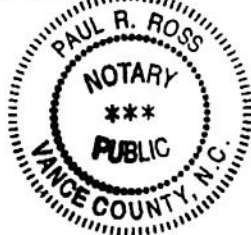
K & R ASSOCIATES OF HENDERSON, LLC

BY Charlie L. Keeter, III (SEAL)  
CHARLIE L. KEETER, III  
Manager

BY Allison M. Rivers (SEAL)  
ALLISON M. RIVERS  
Manager

STATE OF NORTH CAROLINA  
COUNTY OF VANCE

I, a Notary Public of said County and State, do hereby certify that CHARLIE L. KEETER, III and ALLISON M. RIVERS personally appeared before me this day and acknowledged that they are managers of K & R Associates of Henderson, LLC, a limited liability company, and further acknowledged the due execution of the foregoing instrument on behalf of the limited liability company. Witness my hand and notarial seal, this the 10<sup>th</sup> day of October, 1997.



Paul R. Ross  
Notary Public  
My Commission Expires: 6/29/2002

HIGHT, FAULKNER & ROSS

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate(s) of Paul R. Ross, Notary Public of  
Vance County, NC  
is (are) certified to be correct. This instrument and certificate are  
duly registered at the date and time and in the book and page shown on  
the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By: Shalanda C. Perrell  
DEPUTY/ASSISTANT

