

Lots 1-13 of the Point

BOOK 581 PAGE 339

NORTH CAROLINA

VANCE COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That DAVID J. MITCHELL and wife, HELEN W. MITCHELL, as owners of the hereinafter described lands, do hereby covenant and agree to and with all persons, firms and corporations which may hereafter purchase, acquire or lease any of the lands hereinafter described that such lands shall be subjected to the following Restrictive Covenants, which covenants shall be applicable to such property during the term hereinafter set forth:

1.

The lands which are the subject of these Restrictive Covenants are those certain lots or parcels of land lying and being situate in Townsville Township, Vance County, North Carolina, designated as Lots Nos. 1 through 13, inclusive, of Phase One and Two of the Subdivision of David J. Mitchell, recorded in Plat Book U, pages 305 and 306, Vance County Registry.

2.

The property shall not be used for other than residential purposes which may include normal home occupations and hobbies, and only one single family dwelling may be constructed upon any one lot in the subdivision.

3.

No residence shall be allowed to be erected on less than one lot and no lot as shown on the recorded plat shall be subdivided, except that two lot owners may subdivide a lot lying between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot; provided further that adjoining property owners may adjust a common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange conforms in all respects with zoning ordinances and all other provisions of these Restrictive Covenants.

4.

any lot at any time as a residence, either temporarily or permanently.

5.

No dwelling in the subdivision shall have less than eight hundred (800) square feet of floor space, exclusive of porches, carports, steps, stoops and breezeways.

6.

No residence or other outbuilding shall be erected within twenty-five (25) feet of the boundary line of any adjoining lot within the subdivision.

7.

No swine, poultry, livestock or cattle shall be kept on the land herein described, and no animals of any kind shall be bred or raised on the lands herein described for commercial purposes.

8.

No junked or inoperable vehicles of any type may be kept upon the lands herein described.

9.

Any dogs, cats or other pets belonging to occupants of the lots in the subdivision shall be appropriately penned or otherwise restrained to the end that such animal shall not be able to enter onto other lots in the subdivision.

10.

Any garbage or trash containers maintained in connection with the residences constructed upon the lands shall be appropriately screened and concealed from public view.

11.

No crop allotments will be conveyed to owners of the lots in the subdivision.

12.

These covenants shall exist and continue for a period of twenty (20) years after the time of recording thereof, after which said covenants shall be automatically extended for an indefinite period thereafter, unless by a vote of a majority of the then owners of the lots

13.

If the parties hereto or any of them, or their heirs, assigns, or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for and the duty of any person or persons, firms or corporations owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person, persons, firms or corporations violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other costs for such violation.

Invalidation of any one of the covenants herein provided either by judgment or court order shall in no wise effect any of the other covenant provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, David J. Mitchell and wife, Helen W. Mitchell, have executed these Restrictive Covenants this the 29 day of December, 1983.

David J. Mitchell (SEAL)
David J. Mitchell
Helen W. Mitchell (SEAL)
Helen W. Mitchell

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public in and for the State and County aforesaid do hereby certify that David J. Mitchell and Helen W. Mitchell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

December Witness my hand and Notarial Seal, this the 29 day of December, 1983.

My commission expires: 4-26-85

Patricia S. Quick
Notary Public

STATE OF NORTH CAROLINA, VANCE COUNTY.

The foregoing certificate of Patricia S. Quick, Notary Public of Granville County, N. C. is certified to be correct. This instrument was presented for registration and recorded in this office in Book 581, Page 339. This 29 day of December, 1983 at 4:24 o'clock P. M.

02101

BOOK 709 PAGE 373

VANCE COUNTY, N.C.
FILED FOR RECORD

MAY 3 11 39 AM '93

NORTH CAROLINA

VANCE COUNTY

SARAH H. HALE
REGISTER OF DEEDS

THIS PRIVATE ROAD MAINTENANCE DECLARATION made and given this the 29th day of April, 1993, by and between T. S. ROYSTER, JR., and wife, PATTILLO R. ROYSTER; S. S. ROYSTER and wife, LUCY B. ROYSTER; JAMES E. CROSS, JR. and wife, DEBORAH R. CROSS; and DAVID J. MITCHELL, II, Unmarried, herein referred to as Declarants, and DAVID J. MITCHELL, II, Acting as Developer of Taylor's Pointe Subdivision and President of the Taylor's Pointe Property Owners Association, herein referred to as Taylor's Pointe Developer;

W I T N E S S E T H:

THAT, WHEREAS, maps recorded in Map Book U, pages 305 and 306, Vance County Registry, describe 13 lots or parcels of land abutting a private road 30 feet in width, which extends in a southerly direction from said lots through Taylor's Pointe Subdivision to the northeast side of N.C.S.R. #1346, which private road has been dedicated to provide ingress, egress and regress to said 13 lots as shown on the recorded plats; and

WHEREAS, a portion of the dedicated private road serves as access to other lots in Taylor's Pointe Subdivision as shown on plat of said Taylor's Pointe Subdivision made by Precision Surveys, Inc., June 19, 1988, which subdivision plat is not recorded; and

WHEREAS, the section of private road mentioned above, that extends from S.R. #1346 through Taylor's Pointe Subdivision, to the point of intersection with the 30-foot private road that serves the lots of the Declarants is maintained by the Taylor's Pointe Property Owners Association which was established pursuant to the Protective Covenants set out in the deeds to the owners of lots in Taylor's Pointe Subdivision; and

WHEREAS, the Declarants desire to have an agreement in place which will provide for a sharing of the costs for the maintenance of the 30-foot section of roadway serving the Declarants' lots, and further desire to have David J. Mitchell, II, as Developer of Taylor's Pointe Subdivision and as President of the Taylor's Pointe Property Owners Association, to acknowledge that the remainder of such private roadway is maintained by said Property Owners Association and is not the responsibility of Declarants, except to the extent that they may voluntarily contribute from time to time towards its maintenance.

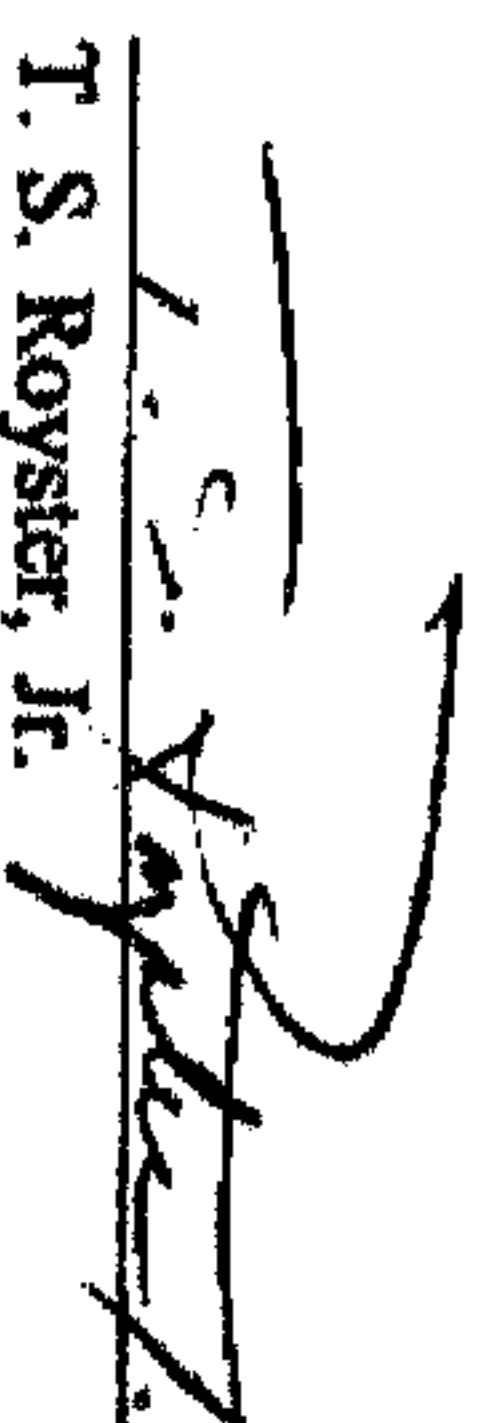
ROYSTER, ROYSTER
CROSS & THORP
ATTORNEYS AT LAW
OXFORD, N. C.

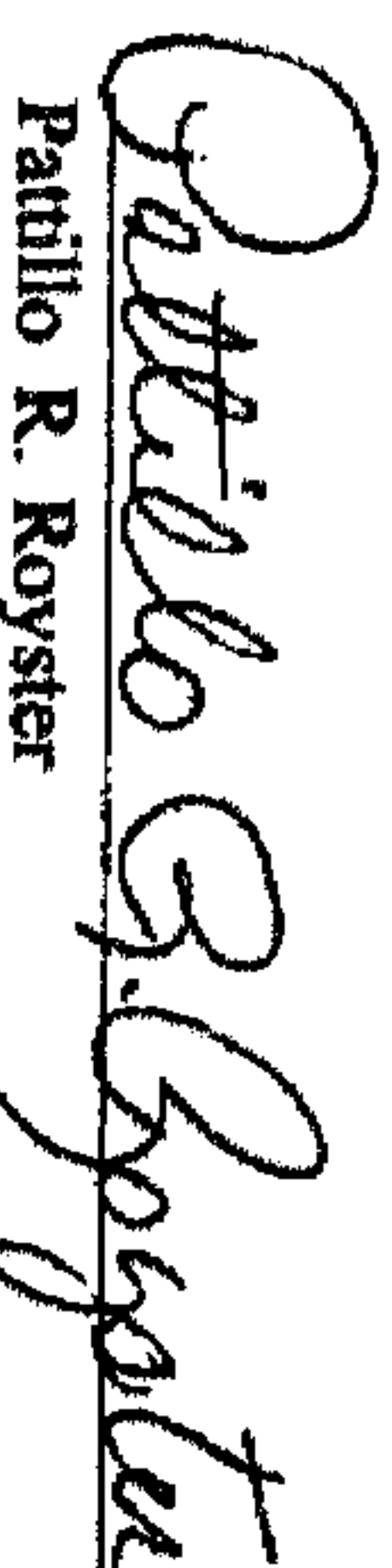
NOW, THEREFORE, the Declarants, as the owners of Lots Nos. 5, 7 and 10 shown on plats recorded in Plat Book U, pages 305 and 306, Vance County Registry, do hereby agree and covenant with each other, their heirs and assigns, that they will keep and maintain the 30-foot private roadway shown on the recorded plats in a good all-weather condition and state of repair for the purpose of permitting vehicular ingress, egress and regress along said road to and through its intersection with the private road serving other lots in Taylor's Pointe Subdivision. The Declarants further agree that this road maintenance agreement shall be a privilege and appurtenance to the lots or parcels of land owned by the Declarants abutting said 30-foot roadway. The costs of maintaining the Declarant's 30-foot roadway as described above shall be shared equally between the lots owned by the Declarants and the lots of others who may join with the Declarants as hereinafter provided.

Other property owners shown on plats recorded in Plat Book U, pages 305 and 306, Vance County Registry, may join with the Declarants herein and subject their lots to the provisions of this Declaration by executing and filing in the Office of the Register of Deeds of Vance County an acceptance of this Road Maintenance Declaration.

David J. Mitchell, II, acting as Owner and Developer of Taylor's Pointe Subdivision and as President of the Taylor's Pointe Property Owners Association, acknowledges that the Taylor's Pointe Property Owners Association established in the Protective Covenants in the deeds to the lots in said subdivision, is responsible for the maintenance of the remainder of the roadway leading from the point of intersection of the 30-foot roadway of the Declarants in a westerly direction to N.C.S.R. #1346, and that the lots of the Declarants are not responsible for contributing to said maintenance, except as they may volunteer to do so from time to time.

IN WITNESS WHEREOF, the parties have herunto set their hands and affixed their seals, the day and year first above written.

 (SEAL)
T. S. Royster, Jr.

 (SEAL)
Patillo R. Royster

02791

VANCE COUNTY, N. C.
FILED FOR RECORD

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NORTH CAROLINA

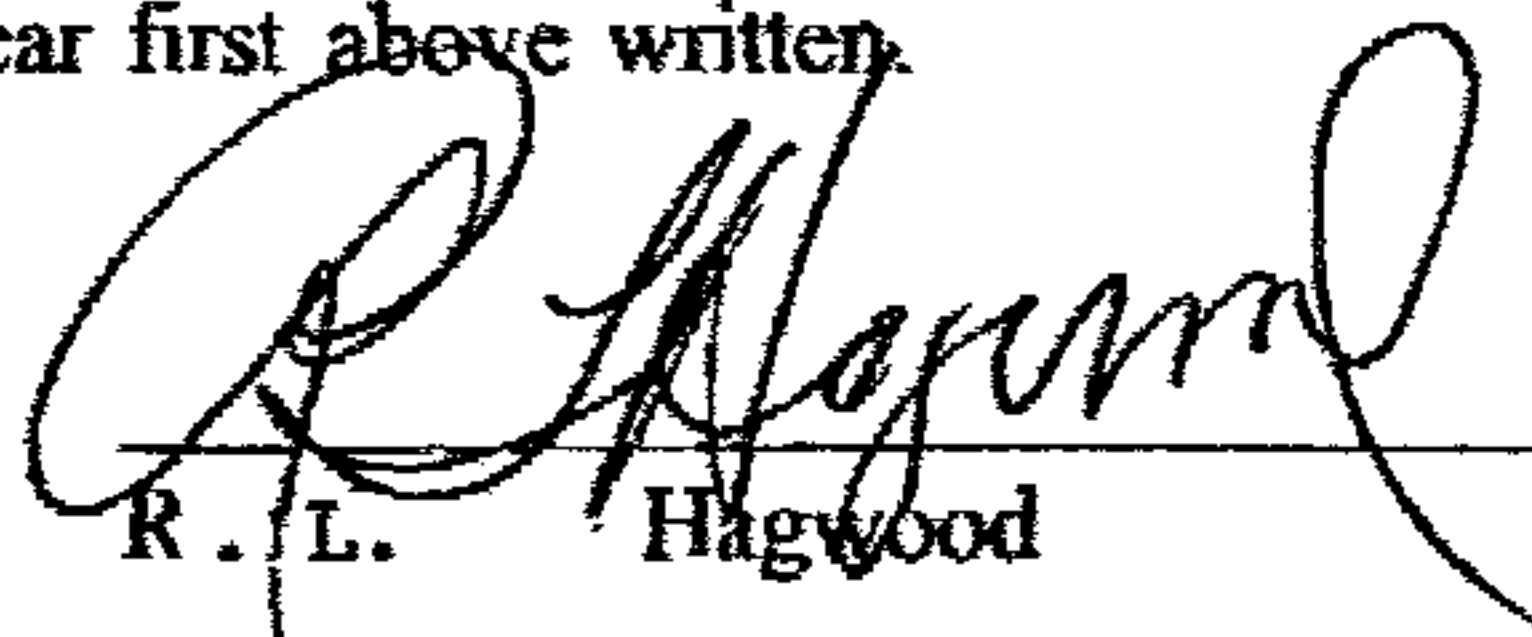
VANCE COUNTY

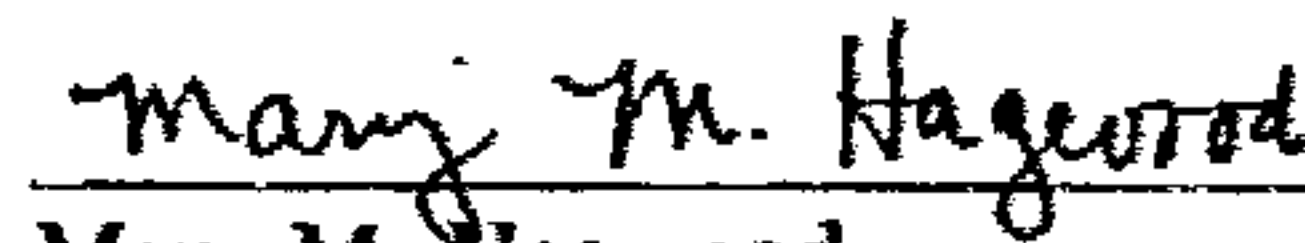
SARAH H. HALE
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS that the undersigned

R.L. HAGWOOD and wife, MARY M. HAGWOOD, as the owners of Lots #2 and #4 as shown on plat recorded in Plat Book U, pages 305 and 306, Vance County Registry, do hereby adopt the Private Road Maintenance Declaration executed by T. S. Royster, Jr., et ux, et al, dated April 29, 1993, recorded in Deed Book 709, page 373, Vance County Registry, and agree that the lot owned by them described above shall be subject in all respects to the said Private Road Maintenance Declaration, the terms of which are incorporated herein by reference.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and affixed their seals, the day and year first above written.

 (SEAL)
R.L. Hagwood

 (SEAL)
Mary M. Hagwood

NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that R.L. Hagwood and Mary M. Hagwood personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 3rd day of June, 1993.

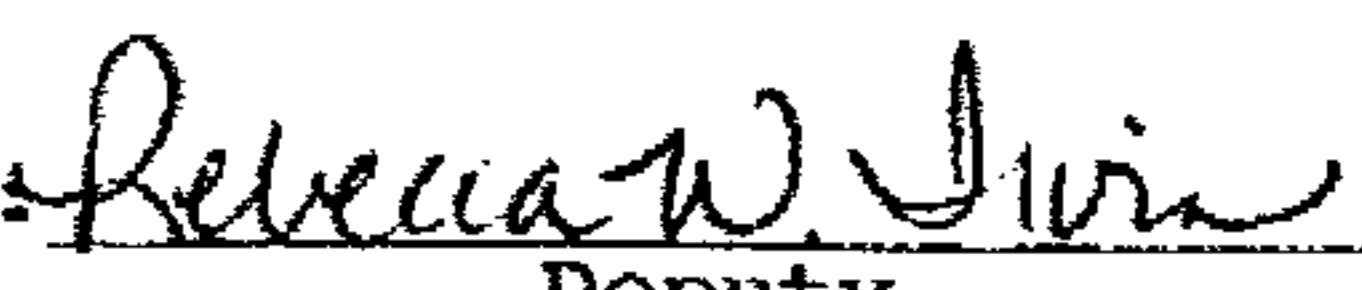

Notary Public

My commission expires: 12-18-95

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Tracy Miller, Notary Public of Wake County, N.C., is 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.

SARAH H. HALE, REGISTER OF DEEDS

BY: 
Deputy

ROYSTER, ROYSTER
CROSS & THORP
ATTORNEYS AT LAW
OXFORD, N. C.

