

PROTECTIVE COVENANTS FOR DEVELOPMENT OF
SINGLE FAMILY DETACHED DWELLINGS
OF THE PROPERTY OF
W. DURWARD TURNER AND WIFE, SHIRLEY R. TURNER

The effective date of these covenants is March 1, 1974; W. Durward Turner and wife, Shirley R. Turner, are the owners of the after described property for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of home owners who buy or build homes in said development, covenant to and with the present or future home owners in the following described area as follows:

That certain tract of land owned by the parties above set out; located in Williamsboro Township, Vance County, North Carolina, the subdivision known as Pebble Hill, said land being divided into lots as shown in Plat Book "T", Page 848, Vance County Registry and as shown in Plat Book "T", Page 575, Vance County Registry.

The covenants contained herein are attached hereto and designated as Exhibit "A".

IN TESTIMONY WHEREOF, the said W. Durward Turner and wife, Shirley R. Turner, do hereunto subscribe their respective names and affix their seals.

W. Durward Turner (SEAL)
W. Durward Turner
Shirley R. Turner (SEAL)
Shirley R. Turner

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, Jane White Jones, a Notary Public of said County and State, do hereby certify that W. Durward Turner and wife, Shirley R. Turner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 6th day of September, 1979.

Jane White Jones (SEAL)
Notary Public
My commission expires March 1981

1. Land Use And Building Type. No lot shall be used except for residential purposes and shall be reasonably maintained for residential purposes, and shall be kept reasonably clean and neat in appearance. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage or carport for not more than two cars, and storage building no larger than ten feet square.
2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the grantors, their successors or their assigns, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, place or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be in writing.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00, based on a 650 square foot house and based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area on the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.
4. Building Location.
 - (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty feet to the front lot line, or nearer than twenty feet to any side line.
 - (b) No building shall be located nearer than twenty feet to an interior lot line, except that a ten foot side yard and rear yard shall be required for a detached garage or carport or other permitted accessory building which must be located to the rear of the dwelling. No dwelling shall be located on any interior lot nearer than thirty feet to the rear lot line.
 - (c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than one hundred feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than twenty thousand square feet.
6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No mobile home shall be allowed whether attached to real property or not. Boats, boat trailers, recreation campers are to be stored behind the dwelling.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, except sign of not more than 24 inches by 6 inches displaying name of owner of property.

9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. General Provisions.

(a) Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(b) Enforcement. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(c) Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(d) All storage tanks for fuel shall be installed underground unless located in an attached shelter approved by the Architectural Committee.

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Jane White Jones, Notary Public of Vance County, North Carolina, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 541, Page 668.

This 7 day of September 1979, at 4:15 o'clock P.M.

SARAH H. HALE, REGISTER OF DEEDS

By: Cynthia A. Abbott
Deputy Register of Deeds