

NORTH CAROLINA

VANCE COUNTY

RESTRICTIVE COVENANTS FOR DABNEY ESTATES ASSOCIATES

CORNELIUS F. CATHCART, WILLIAM A. MURPHY, JAMES E. KENNEY, J. HENRY BANKS and MOUHAMMAD FAROUK SOUKKAR, doing business and trading as DABNEY ESTATES ASSOCIATES, a North Carolina partnership with its principal office and place of business at Henderson, Vance County, North Carolina, is the owner of the lots or parcels of land situated in Dabney Township, Vance County, North Carolina, and more particularly described as follows:

BEGIN at an existing iron pin on the eastern edge of the right of way for State Road 1326, corner of Polly Burroughs, Mary Helen Grant, William Burroughs, Gary Burroughs, and Stephen Burroughs, and William B. Granger, Jr., said iron pin being located 1.2 miles South of the intersection of State Road 1326 and State Road 1306 and being further located 38.52 feet from an rr spike in the center of State Road 1326; run thence along the line of William B. Granger South 83° 58' 21" East 2441.59 feet to an existing iron pin; thence continuing South 83° 58' 21" East 299.86 feet to an existing iron pin; thence along the line of Continental Can Company South 5° 37' 59" West 1511.71 feet to an existing iron pin; thence along the line of Vernon Mitchell North 84° 38' 04" West 1208.89 feet to a 36-inch white oak; thence continuing through said oak North 82° 35' 48" West 2690.35 feet to a new iron pin in the center of the old road; thence up the center of said road North 53° 56' 25" East 297.25 feet to an iron pin, North 52° 10' 30" East 132.53 feet to a new iron pin, North 59° 58' 07" East 119.64 feet to an iron pin, North 44° 53' 22" East 226.65 feet to a rr spike, North 46° 01' 34" East 89.79 feet to a pk nail, North 40° 39' 53" East 89.97 feet to a pk nail, North 34° 53' 10" East 88.15 feet to a pk nail, North 32° 28' 12" East 361.22 feet to a pk nail, North 33° 25' 44" East 131.91 feet to pk nail, North 35° 39' 30" East 86.02 feet to a pk nail, North 40° 02' 16" East 109.9 feet to a pk nail, North 45° 21' 24" East 120.25 feet to a rr spike; thence South 83° 58' 21" East 38.52 feet to the place of beginning. The same being more specifically shown on plat of property of Myrtle Brame Estate, Henderson Township, Vance County, N. C., prepared by by Cawthorne & Bobbitt, Surveyors, dated November 19, 1982 and recorded in Vance County Registry, Plat Book 4, at page 213.

That from the above-described Tract, Lots 1 - 12 as recorded in plat Book 4, page 455, of the Vance County Register of Deeds, only are included in the hereinafter imposed Restrictive Covenants.

J. HENRY BANKS
ATTORNEY AT LAW
HENDERSON, N. C. 27536

For the purposes of creating and maintaining a quiet, restful and desirable development in which the improvements situated therein are generally consistent in design and motif, one with the other, and for the protection of

the landowners who buy or build houses in said above-described development, DABNEY ESTATES ASSOCIATES, does hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring any property in said above-described development, that all the lands or lots therein are subject to the following conditions, covenants, and restrictions as to the use thereof, by whomever owned, to-wit:

1. No house and/or garage shall be located, built or maintained on any lot of the above-described land unless such house and/or garage shall have an exterior style or design commonly known as Traditional, Contemporary, Colonial or Early American. No house and/or garage shall be located, built or maintained on any lot until the plans and specifications for such house and/or garage shall have been submitted to and approved by DABNEY ESTATES ASSOCIATES or its successors, assigns or duly authorized agent. DABNEY ESTATES ASSOCIATES or its successors, assigns or duly authorized agent shall approve in writing the exterior design of said proposed structure, the location of the structure upon the lot, and the minimum square footage as set forth in paragraph 4 herein; and such written approval shall not be unreasonably withheld.

2. No lot shall be sold, nor dwelling built thereupon, in which the land area of said lot contains less than one (1) acre.

3. No building unit shall be used except for residential purposes. No structure shall be erected or allowed to remain on any lot except one detached single family dwelling not exceeding two and one-half stories in height, which may be used and occupied as a residence for a single family, together with an apartment to be occupied by members of the same family or domestic servants. There may also be located upon said lot a private garage which may include quarters for servants or the occupants of the dwelling or for storage facilities.

4. No building shall be permitted on any lot which has a ground floor area of the main structure, exclusive of one-story open porches and

garages, of less than 1,800 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story with total square footage of heated space to be no less than 1,800 square feet.

5. No building shall be located on any lot nearer than 100 feet from the right of way line of any road, or nearer than 50 feet from a side lot line. For the purposes of these covenants, the eaves, steps, open porches and closed garages attached to the house shall be a part of the building and are not allowed within the above described distances; but paved or unpaved drive-ways shall not be considered a part of the building and therefore the distance limits would not apply to said drive-ways.

6. No structure of a temporary character such as a trailer, tent basement, shack, garage, barn or other building shall be used or occupied on any building unit at any time as living quarters either temporarily or permanently. No mobile home shall be allowed, whether attached to the real property or not.

7. No open carport, which has an opening facing the front of the house or the front of the street, shall be built or maintained on any of the lots described in the property covered by these covenants. This is to say: all carports walls shall be closed on the front street side and any entrance thereto shall either face a side lot line or a rear lot line. Enclosed garages with openings facing the front of the house or the front street shall be allowed if garage doors are provided for said openings.

8. No storage house, doghouse, animal pen or outbuilding shall be located, built or maintained on any lot without the prior written approval of DABNEY ESTATES ASSOCIATES, or its successors, assigns or agent. Such written approval include approval of both the exterior design of any such structure as well as the location of the structure upon the lot; however, approval shall not be unreasonably withheld.

9. No lot shall be used or maintained as a dumping ground for

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rubbish, and no junk automobile shall be allowed upon said property. Trash, garbage, or other waste shall not be kept except in sanitary containers.

10. No form of waste from any sewer, septic tank, drainage from utility appliances, nor any other form of harmful waste products shall be allowed to drain from any lot into any creeks, streams, ponds on DABNEY ESTATES.

11. No animals livestock or poultry, except household pets held for non-commercial purposes, shall be raised, bred or kept on any lot.

These conditions, restrictions and covenants shall run with the land hereinabove described and are binding on the parties hereto and any persons claiming under them.

If any owner of the lands hereinabove described shall violate or attempt to violate any of these conditions, restrictions or covenants contained herein, it shall be lawful for any owner of a part of the property herein described to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of said covenants, restrictions or conditions and either prevent him from doing so or recover damages for the violation.

The invalidation of any one of these covenants, restrictions, or conditions by judgment of any court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals this the 18th day of June, 1985.

J. HENRY BANKS
ATTORNEY AT LAW
HENDERSON, N. C. 27536

Cornelius F. Cathcart
CORNELIUS F. CATHCART

(SEAL)

Mouhammad Farouk Soukhar
MOUHAMMAD FAROUK SOUKKAR

(SEAL)

James E. Kenney
JAMES E. KENNEY

(SEAL)

William A. Murphy
WILLIAM A. MURPHY

(SEAL)

J. Henry Banks
J. HENRY BANKS

(SEAL)

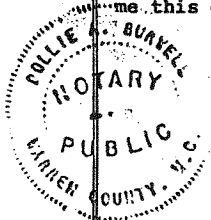
(SEAL)

NORTH CAROLINA

WARREN COUNTY

I, DOLLIE A. BURWELL, A Notary Public of the County and State
aforesaid, certify that CORNELIUS F. CATHCART, WILLIAM A. MURPHY, JAMES E.
KENNEY, J. HENRY BANKS and MOUHAMMAD FAROUK SOUKKAR, personally came before
me this day and acknowledge the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 18th day of June, 1985.



Dollie A. Burwell
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/20/89

STATE OF NORTH CAROLINA

COUNTY OF VANCE

The foregoing certificate of DOLLIE A. BURWELL, Notary Public of the
County of Warren, State of North Carolina is certified to be correct. This
instrument was presented for registration and recorded in this office in
Book 597, Page 1.

This the 19 day of June, 1985 at 1:15
o'clock P. m.

SARAH H. HALE, REGISTER OF DEEDS

J. HENRY BANKS
ATTORNEY AT LAW
HENDERSON, N. C. 27536

BY: Cynthia S. Alcott
Assistant Register of Deeds