

STATE OF NORTH CAROLINA
COUNTY OF VANCE

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS, made and entered into this 13th day of November, 1984, by and between M. EDGAR FAULKNER, JR. and wife, EDNA M. FAULKNER, of Vance County, North Carolina, hereinafter referred to as "owners;"

W I T N E S S E T H :

WHEREAS, said owners own certain property in Sandy Creek Township, Vance County, North Carolina, more particularly described as follows:

That certain parcel of land designated as Tract 3 on plat of property of Peggy D. Gaona, Sandy Creek Township, Vance County, N.C., prepared by Wallace G. Cawthorne on the 10th day of march, 1982, which plat is recorded in Map Book "U" at Page 127, Vance County Registry, the same containing 17.34 acres and being a part of Tract 1 acquired by Peggy D. Gaona in Partition Deed recorded in Book 564, Page 291, Vance County Registry, said 17.34 acres is more particularly described as follows: Begin at a PK nail in the center of State Road 1541, which nail is located in a westerly direction along the centerline of State Road 1541 1.2 miles, more or less, from the intersection of the center of State Road 1541 with the center of State Road 1542; run thence through an iron pin on the southern edge of the right of way of State Road 1541 South 3° 32' 53" East 1968.45 feet to a stone; thence North 86° 24' 36" West 424.49 feet to an iron pin; thence North 0° 34' 39" West 2156.28 feet through an iron pin on the southern edge of the right of way of State Road 1541 to a PK nail in the center of State Road 1541; thence down the center of State Road 1541 South 60° 30' 45" East 371.56 feet to the place of beginning.

For further reference see deed recorded in Book 565, Page 233, Vance County Registry.

WHEREAS, said owners do hereby covenant and agree to and with all persons, firms, and corporations, now owning or hereafter acquiring any property in said area, that all the land in said area is subject to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to wit:

1. No lot shall be used except for residential purposes only.
2. No building shall be erected on a lot containing less than 30,000 square feet.
3. No dwelling shall be built, erected, altered or used unless the main body of the structure, exclusive of garages, porches, breezeways, stoops and terraces, shall contain at least 1,200 square feet of floor space in the main body of the house if the structure is a one-story building, or at least 1,400 square feet of floor space in the main body of the house if the structure is a two-story

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

building, or at least 1,400 square feet of floor space in the main body of the house if the structure is a split-level building, exclusive of basements, garages, porches, breezeway, stoops and terraces. The measurements above referenced are to be made from outside wall lines.

4. 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 temporary or permanent residence.

5. No cattle, swine or goats may be kept on any home site or reserved area, but limited numbers of horses, dogs and cats may be kept on home sites under reasonable regulations of control and sanitation, provided they do not become a nuisance to other owners in the development.

6. Where no municipal or other properly engineered and constructed sewage line is available, all sewage disposal shall be by septic tank meeting the approval of the North Carolina State Board of Health until such time as municipal or other properly engineered and constructed sewage disposal is available.

7. No building unit shall be used or maintained as a dumping ground for rubbish and no junk automobiles shall be allowed upon said property. Trash garbage or other wastes shall not be kept except in sanitary containers concealed from public view. In addition, the owner of any building unit shall at all times keep all weeds cut and trash and debris removed from said unit.

8. No truck or other commercial vehicle having a capacity larger than one ton shall be parked on premises or streets within the subdivision for other than temporary visits.

9. No dwelling of any kind shall be erected or placed on any lot in the restricted area, until the building plans, specifications and house location shall have been approved by the owners herein or their designee, in writing, as to conformity in size, type and quality, and as to harmony of design with previous or existing dwellings in the subdivision, but it is agreed that such approval shall not be unreasonably withheld.

RESTRICTIVE COVENANTS

PAGE THREE

10. No mechanic's garage, paint shop, carpentry shop, or other related or unrelated business shall be maintained on any building unit for commercial purposes.

These covenants are to run with the land herein described and are binding on all parties hereto and persons claiming under them until the first day of November, 2014, at which time, said covenants shall be automatically extended for successive periods of ten years, unless by vote of three-fourths of the then owners of the lots in the area it is agreed otherwise.

It is further stipulated and agreed that the owners of the property in the restricted area and their heirs, successors or assigns may enforce the above restrictive covenants and agreements by injunction and that this shall not be in exclusion of, but in addition to, other remedies available at law.

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

IN TESTIMONY WHEREOF, M. Edgar Faulkner, Jr and wife, Edna M. Faulkner, have executed these restrictive covenants by setting their hands and seals this day and year first above written.

M. Edgar Faulkner Jr (SEAL)
M. EDGAR FAULKNER, JR

Edna M. Faulkner (SEAL)
EDNA M. FAULKNER

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of said county do hereby certify that M. Edgar Faulkner, Jr. and wife, Edna M. Faulkner personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this 13th day of November, 1984.



My Commission Expires: 9-11-88

Tammy K. Roberson
NOTARY PUBLIC

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate(s) of Tammy K. Roberson, Notary Public of
Vance County, N. C.,
is ~~(are)~~ certified to be correct. This instrument was presented for registration and recorded in this office in Book 591, Page 207.

This 15 day of November 1984, at 1:15 o'clock P.M.
SARAH H. HALE, REGISTER OF DEEDS BY: Janel Parkinson
~~Deputy~~ / Assistant Register of Deeds