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BOOK 707 PAGE 594

VANCE COUNTY, N.C.
FILED FOR RECORD

MAR 31 12 56 PM '93

JOHN H. HALE
REGISTER OF DEEDS

PREPARED BY: D. RANDALL CLONINGER ATTORNEY AT LAW
117 YOUNG STREET, HENDERSON, N.C. 27536

STATE OF NORTH CAROLINA
COUNTY OF VANCE

RESTRICTIVE COVENANTS

WHEREAS, DMC INVESTMENTS, INC., a North Carolina corporation, are the owners in fee simple of the development "TAYLOR FARMS" which are parcels of land located in Williamsboro Township, Vance County, North Carolina, and more particularly described as follows:

Lots 1-36 as shown on plat entitled, "Taylor Farms" and recorded in Plat Book V, Page 123, Vance County, N.C. Registry.

WHEREAS, DMC INVESTMENTS, INC., herein referred to as the Developers, for the purpose 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. The above-described lots shall be used for residential purposes only.
2. No lot or group of lots shall be subdivided without the prior written consent of the developers or their successors, assigns or legal agent.
3. No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or placed on the property herein conveyed closer than sixty (60) feet from the margin of the right of way of the road granting access to said lot (or ninety feet from the centerline of said road), nor twenty-five (25) feet from the side lines of

said lot, nor closer than twenty (20) feet from the rear lot lines of said property.

4. No structure of a temporary character, including tents or trailers, shall be used on any lot at any time as a residence, either temporarily or permanently. Single-wide mobile homes and double-wide mobile homes, the plans and specifications to which have been previously approved in writing by the developers, their heirs, assigns, devisees or designated agent, may be used as a residence.

5. All buildings (including single-wide and double-wide mobile homes, the plans and specifications of which have been approved in writing by the developers pursuant to Paragraph 4 hereinabove) shall have perimeter foundations or skirtings, and front and rear steps, and the materials used in the same must be approved in writing by the developers, their heirs, assigns, devisees or designated agent.

6. No animals, livestock, or poultry of any kind shall be raised or bred on the herein conveyed lot, except that dogs, cats, or any other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Horses are allowed, provided no more than two horses are maintained on any lot at any time. The Developers shall give written approval, prior to placement of any horses, stalls, or fences on the property.

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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No water supply system for human consumption or sewage disposal system shall be permitted on the lot herein conveyed 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 tracts.

9. No noxious or offensive activity shall be carried on upon the herein conveyed lot.

10. Any motor vehicle or other motor conveyance not in a running condition must be removed within sixty (60) days.

11. No billboards or signs (except those suitable for the sale of the lot) shall be permitted or maintained on said lot.

12. No lot owner shall drive or park or permit or allow any other person to drive or park any heavy equipment (including tractor-trailers) on the property, or the right of way accessing the same, except that moving vans, landscaping and driveway grading equipment and vehicles required for setup of mobile homes may be permitted with the prior written consent of the Developers.

13. The Developers assume no responsibility of maintenance and upkeep of any well, septic tank and/or the private right of way accessing the property required by an owner, or future owner relative to the use of said property,

and each lot 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 lot.

14. COVENANT FOR ROAD MAINTENANCE: There exist two proposed sixty foot private right of ways as shown on the plat of "Taylor Farm" Subdivision as recorded in Vance County, North Carolina Registry in Plat Book V, Page 123; said roads are designated as "Taylor Road" and "Carroll Court". These roads provide access, ingress and egress for owners to and from interior lots numbered 16 through 36 to S.R. 1334. To provide for the maintenance of said Roads each owner of interior lots number 16 through 36 covenants as follows:

a) Each Road shall be maintained to provide an all weather surface year round.

b) Each Lot owner or owners of Lots 16 through 36 shall become members of "Taylor Farms Property Owners Association".

c) The Association shall meet at least one time a year on or about August 15th for the purpose of determining the need to properly maintain the roads aforementioned.

d) Each lot owner or owners shall have one vote per lot relative to determining the necessity of repair and the amount to be assessed to each lot owner.

e) Lot owners shall have 30 days from the date of notice of an assessment to pay over such amounts as have been

assessed to said lot owner. Failure to make said payment is a violation of these restrictive covenants.

f) This covenant shall remain in effect until such time as the aforementioned roads are being maintained as a part of the public road system of the State of North Carolina.

g) "Taylor Farm Property Owners Association" shall be free to elect officers and or agents to act and contract on behalf of the Association; provided that no member shall contract on behalf of the association for payment of amounts in excess of fees or assessments actually collected and on hand.

15. **ENFORCEMENT:** 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.

16. **SEVERABILITY:** Invalidity 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.

17. **DURATION:** 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.

18. **UTILITIES:** The conveyance of all lots is made and accepted subject to any easements 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 any recorded plat of the development, and the developers reserves the right to subject the lots in the subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by each lot purchaser.

IN WITNESS WHEREOF, the Developers have set their hands and seals, this the 31st day of March, 1993.

DMC INVESTMENTS, INC.
A North Carolina Corporation

By: _____

President

ATTEST:

Secretary (corporate seal)



STATE OF NORTH CAROLINA
COUNTY OF VANCE

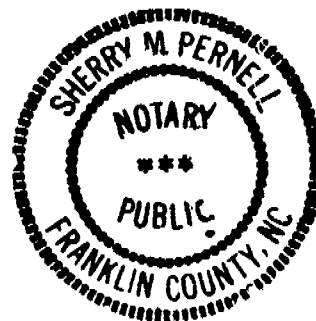
I, a Notary Public of the County and State aforesaid, certify that Charles J. Bowman personally came before me this day and acknowledged that he is

Secretary of DMC INVESTMENTS, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by Charles J. Bowman as its Secretary.

Witness my hand and official stamp or seal, this 31st day of March, 1993.

Sherry M. Pernell
Notary Public

My Commission Expires: 10/3/93



STATE OF NORTH CAROLINA, VANCE COUNTY.

The foregoing certificate of Sherry M. Pernell, Notary Public of Franklin County, N. C., is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Jarvis St. Stale, REGISTER OF DEEDS, VANCE COUNTY, N. C.