

STATE OF NORTH CAROLINA
COUNTY OF VANCE

SARAH H. HALE
RESTRICTIVE COVENANTS FOR DOGWOOD ACRES
REGISTERED

WHEREAS, ROBERT E. STEWARDSON and wife, FAYE M. STEWARDSON, are the owners in fee simple of the following described parcels of land located in Sandy Creek Township, Vance County, North Carolina, and more particularly described as follows:

Twenty-four (24) lots, being numbered Lots 1 through 24 as surveyed by Cawthorne & Associates, Registered Land Surveyors, PA, adjoining State Road 1513 and a 60-foot private access easement, as shown on plat entitled "Survey for Robert E. Stewardson" dated November 14, 1988, as recorded in Plat Book "U", Page 789, Vance County Registry.

WHEREAS, Robert E. Stewardson and wife, Faye M. Stewardson, hereinafter referred to as the "Developers" for the purposes of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in the 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 of land shall be used for single-family residential purposes only; no dwelling may be erected, altered, placed or permitted to remain on the above-described lots other than one single-family dwelling (and garage) not to exceed two stories in height, exclusive of basement.
2. No lot or group of lots shall be subdivided without the written consent of the developers, their heirs, assigns, devisees or designated agent.
3. No dwelling shall be hereafter erected, altered or placed on the property herein conveyed closer than 120 feet from the front property line, 15 feet from the side property lines, and 25 feet from the rear property line.
4. No structure of a temporary character, including campers, recreational vehicles or tents shall be used on any lot at any time as a residence either temporarily or permanently. Double-wide and single-wide mobile homes, the plans and specifications to which have been previously approved by the Developers, their heirs, assigns, devisees or designated agent, may be used as a residence. However, no double-wide or single-wide mobile home shall be placed on the property subject to these covenants which is older than four years, without the prior written consent of the Developers, their heirs, assigns, devisees or designated agent.
5. All foundations are to be constructed of masonry or mobile home skirting or other materials approved by the Developers, their heirs, assigns, devisees or designated agent. If mobile home skirting is used, it shall be of material designated for this

purpose. The ground floor area of the main structure exclusive of open porches, garages and patios shall have a usable floor space of not less than 600 square feet.

6. No animals, livestock or poultry of any kind shall be raised or bred on the herein-described lots except for dogs, cats, or any other household pet may be kept provided they are not kept, bred or maintained for any commercial purpose.

7. No part of the property herein described shall be used or maintained as the 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 materials shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all property shall be kept in an orderly and sanitary condition at all times. No grass or weeds shall be allowed to grow taller than 12 inches. No automobiles or equipment that is inoperable will be allowed to remain on the premises more than 30 days.

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 the requirements, standards, and recommendations of the Vance County Health Department, and the North Carolina State Board of Health. No outdoor toilets or privy shall be constructed on any lot.

9. No noxious or offensive activity shall be carried on upon the herein conveyed described lots, nor shall anything be done on the lots herein described which may be or may become an annoyance or a nuisance to the other properties.

10. No residence, outbuilding, or storage facility shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper or metal (excluding approved metal application used in the construction of mobile homes) as a major exterior building material (These materials may be used as roofing materials, however.).

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

12. The road within Dogwood Acres is to be considered a private road for the use and benefit of all of the property owners within said subdivision as a means of ingress, egress and regress to and from State Road 1513. It is specifically understood and agreed that the ownership of each lot is subject to the right of way of said private road as shown on said plat, and that the Developers will maintain said road until 50% of the lots have been sold, i.e. 12 lots. As of the date, the Developers convey the 13th lot, the maintenance and upkeep of the road shall become the responsibility of the individual lot owners within the subdivision, and they shall be jointly responsible for the maintenance and upkeep of said private road from that date forth.

All lot owners agree to observe posted speed limits along said road.

13. No lot owner shall drive or park or permit any other person to drive or park any heavy equipment (including tractor-trailers), three wheelers, four wheelers, or dirt bikes on the private road.

14. The Developers reserve the right unto themselves, their heirs, assigns, or devisees to establish and grant any easements along the private road as may be necessary for the purpose of furnishing utilities in or through said subdivision.

15. In erecting improvements on the lots, no dogwood trees may be cut without prior written consent of the Developers, their heirs, assigns, devisees or designated agent.

16. Should any home be destroyed, it shall be the responsibility of the owner or owners to remove said structural remains within 30 days of said loss. If less than a total loss occurs, any owner or owners shall within 15 days after the loss begin repairs to said home or structure. All repairs shall be the responsibility of the owner or owners to prevent any damaged structure from remaining as an eyesore after 15 days from the date of loss.

17. Invalidation 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 and effect.

18. These conditions and restrictions of covenants running with the land and shall be binding on all the owners of the property covered by these restricted covenants and all persons claiming under them for a period of 25 years from the date of these restrictive covenants and can not be altered or changed prior to that date without the prior written consent of the Developers, their heirs, assigns, devisees or designated agent. These restrictive covenants shall be automatically extended for successive periods of 10 years unless changed, altered, amended or revoked by written instrument signed by the owners of at least two-third's of the lots in said subdivision. The enforcement of these covenants may be by proceeding in law or in equity against any person or persons, violating or attempting to violate any covenant, either to restrain violation or or recover damages.

This 23 day of January, 1989.

Robert E. Stewardson (SEAL)
ROBERT E. STEWARDSON
Faye M. Stewardson (SEAL)
FAYE M. STEWARDSON

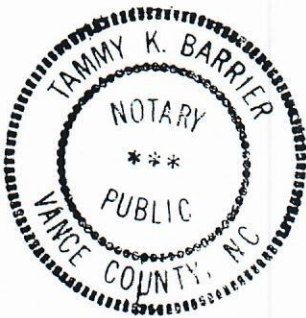
STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of the County and State aforesaid, certify that **ROBERT E. STEWARDSON** and wife, **FAYE M. STEWARDSON**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and seal this 23rd day of ^{January}~~December~~, 1989.

Tammy K. Barrier
NOTARY PUBLIC

My Commission Expires: 9-18-93



STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Tammy K. Barrier, 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 648, Page 182.

This 20 day of April, 1989 at 4:56 o'clock P. M.

SARAH H. HALE, REGISTER OF DEEDS

BY: Kimberly L. Dodson
Deputy Register of Deeds