

Prepared by and return to: Amos & Amos, Attorneys at Law, PA
2555-C Capitol Drive, Creedmoor, NC 27522

NORTH CAROLINA
VANCE COUNTY

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that John U. Tate and wife, Jennifer B. Tate; and Glen Tellefsen (hereinafter referred to as the DECLARANT) is the owner/developer of the property described herein and located in Townsville Township, Vance County, North Carolina, which is more particularly described as follows:

See legal description attached as Exhibit A hereto.

WHEREAS, DECLARANT intends to sell and convey the lots and parcels within the subdivision and, before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under the general plan or scheme of improvements for the benefit of all lots and parcels in the subdivision and for the benefit of the Owners and future Owners thereof.

NOW, THEREFORE, the DECLARANT declares that all of the lots and parcels in the subdivision are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration, all of which are declared by the DECLARANT, and agreed by DECLARANT'S successors in title, to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between their respective Owners of all such lots and parcels; to create privity of contract

and estate between the Grantors of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots and parcels in the subdivision and their respective Owners, present and future. The provisions of this declaration are as follows:

- (1) **USES:** No lot shall be used except for single family residential, Agricultural or Forestry purposes. No road shall be constructed on any lot in this subdivision connecting to any lot not within this subdivision. The owners may not reduce the size of any lots except in accordance with appropriate re-subdivision approval by Vance County or other local governmental agency. In the event the lines and boundaries of any said lots are revised or varied pursuant hereto, the location of the easements reserved herein and reserved as shown on the recorded map shall automatically change so as to be located along and with the property lines of the lots as revised.
- (2) **BUILDING REQUIREMENTS:** No dwelling shall be permitted on any lot which has in the main structure less than 1,400 square feet of finished living area. Basements, porches, garages and storage areas shall not be included when calculating finished living area. All materials used in the exterior construction of a dwelling shall be new building materials. All homes shall be on a permanent foundation.
- (3) **SETBACK REQUIREMENTS:** As per Vance County building requirements, along with a 10' utility easement located on both sides of the 60-foot private access easement as shown on that plat recorded in Plat Book 2025, Page 94, Vance County Register of Deeds.
- (4) **IMPERMISSIBLE USES:** No single-wide mobile homes and no previously used double-wide or on-frame modular homes of any nature shall be erected or placed on any lot in the subdivision under any circumstances. Travel trailers or other recreational vehicles may be parked behind the main dwelling on any lot, but such trailer or vehicle may not be used primarily as a residence, either permanently or temporarily.
- (5) **OUTBUILDINGS, STORAGE BUILDINGS AND BARNs:** No outbuilding or storage building shall be erected upon any lot except those which are incidental to residential use or barns for farming equipment storage and/or housing allowed pets/animals as outlined in Section 7 hereinbelow.
- (6) **NOXIOUS OR OFFENSIVE ACTIVITY:** No noxious or offensive activities shall be conducted or permitted to be conducted upon any lot, nor shall anything be done or allowed to be done which may be or may become a nuisance or an annoyance to the neighborhood. No motor vehicles shall remain parked on any lot for more than 30 days, which cannot move under its own power and/or components.
- (7) **PETS/ANIMALS:** No more than three (3) dogs shall be kept on any lot. No dangerous animals of any kind shall be raised, bred or kept on any lot. No commercial swine breeding or raising are allowed. No commercial poultry houses are allowed. No commercial dog breeding or kennels are allowed. Horses may be maintained, stabled, boarded and ridden on lots. Each owner

shall control their permitted pets and/or horses, so they remain on such lot at all times and do not chase or molest wildlife or become a nuisance to or on another lot.

(8) FENCES: No restrictions, provided they do not interfere with road or utility easements.

(9) IMPERVIOUS SURFACE: No lot shall be covered with impervious surface in excess of the maximum impervious surface area allowed by Vance County.

(10) STORAGE RECEPTACLES: No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling house, within an outbuilding, or buried underground or screened so as not to be visible from any public or private street.

(11) SATELLITE DISHES: Any apparatus used in connection with any utility or utility service shall be screened and not exposed to public view. Small satellite dishes shall be permitted if positioned so they are not generally visible from the public and private street.

(12) GARBAGE, REFUSE AND DEBRIS: It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, unhealthy, or unkept condition on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris, and any other substance which might contribute to a health hazard or the breeding and inhabitation of snakes, rats, insects, or other pests and vermin. Each lot owner shall provide receptacles for garbage in an area not generally visible from the public street.

(13) DRIVEWAYS: All lots must have a driveway constructed thereon, which driveway shall be constructed of either small gravel, crush and run gravel, asphalt or concrete.

(14) GRASS CUTTING AND LANDSCAPING: During grass-growing season, yards adjacent to dwellings must be mowed and maintained regularly (including mowing ditches and mowing to the paved street or road).

(15) ADDITIONAL PROPERTIES: DECLARANT reserves the absolute right to subject additional lots and properties to these protective covenants at any time in the future.

(16) ENFORCEMENT: Any lot owner or combination of lot owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants from which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.

(17) AMENDMENT AND DURATION: These covenants may be amended from time to time by an 80% majority vote of the owners within the subdivision and these covenants and any amendments adopted shall run with and be binding on all parties owning lots until December 31, 2050, at which time they will expire.

(18) VARIANCES: The DECLARANT, in its discretion, may allow reasonable variances and adjustments of these restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation.

IN TESTIMONY WHEREOF, the parties set out in the preamble above have hereto set their hands and seal on these protective covenants, this the ____ day of October 2025.

DECLARANT:

John U. Tate (SEAL)
JOHN U. TATE

Jennifer B. Tate (SEAL)
JENNIFER B. TATE

STATE OF NORTH CAROLINA, COUNTY OF *Wake*

I, *Julianne O. Wright* a Notary Public for the aforesaid County and State, certify that **JOHN U. TATE and JENNIFER B. TATE** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this *19th* day of October 2025.

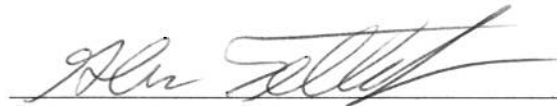
Julianne O. Wright
Notary Public

My Commission Expires: *11-28-2026*



THE NEXT PAGE CONTAINS ADDITIONAL SIGNATURES AND NOTARIES

DECLARANT:


GLEN TELLEFSEN (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, David Hon, a Notary Public for the aforesaid County and State, certify that **GLEN TELLEFSEN** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24 day of October 2025.


Notary Public

My Commission Expires: 12/21/26

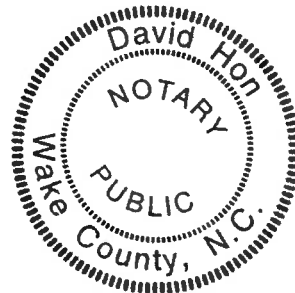


EXHIBIT A

BEING all of Lots 1 through 8 as shown on that plat entitled "Final Plat for John U. Tate Jennifer B. Tate Glen Tellefesen" and prepared by Charles' Surveying, dated September 11, 2025, and recorded October 6, 2025, in Plat Book 2025, Page 94, Vance County Registry.

Parcel No. 0310 02005

For Reference Only

Street Address: Lots 1- 8, Keeton Road, Henderson, NC 27536