Deed Restrictions / CC&Rs: Search Result

Property: Lot 39 (2.65 ac), Willow Creek Run Subdivision Sec. 3 (formerly Dabney Estates), Henderson Twp, Vance County NC
Parcel: 0205 01057
Owner: J. Henry Banks (deed Bk 1410 Pg 330, 2022)
Searched: November 5, 2026, Vance County Register of Deeds

Result: Recorded restrictive covenants apply

Lot 39 is bound by the 1985 Dabney Estates covenants (Bk 597 Pg 1), as amended in 1986 (Bk 613 Pg 730). The 2005 addendum (Bk 1101 Pg 546) extended them to Lots 13 through 40 of Willow Creek Run on Plat Book V Pg 542, which includes Lot 39. The covenants run with the land, have no expiration date and can be enforced by any lot owner.

Key restrictions

Topic	Restriction
Design approval	House and garage plans need written approval from the developer (Dabney Estates Associates or successor). Style must be Traditional, Contemporary, Colonial or Early American.
Minimum lot size	No lot may be sold or built on if under 1 acre.
Use	Residential only. One detached single-family home, max 2.5 stories. Private garage allowed.
Minimum house size	1,800 sq ft heated for a one-story home. Multi-story: at least 1,000 sq ft ground floor and 1,800 sq ft heated total.
Setbacks	90 ft from road centerline (as amended in 1986), 50 ft from side lot lines. Driveways exempt.
Mobile homes	No mobile homes. No trailers, tents, shacks or other temporary structures as living quarters.
Carports	No open carports facing the street.
Outbuildings	Sheds, pens and outbuildings need written developer approval.
Nuisance	No dumping or junk cars. Trash in sanitary containers.
Waste	No sewer, septic or other waste may drain into creeks or ponds.
Animals	No livestock or poultry. Household pets only.

HOA / dues: None. These instruments create no association and no assessments.

Common area: The 13.92-ac “Common Area” on Plat V-542 was released by the lot owners (Bk 1048 Pg 394, 2003; Bk 1075 Pg 83, 2005) so the developer could use it as a building lot.

Documents reviewed

Year	Book / Page	Instrument	Effect
1985	597 / 1	Restrictive Covenants for Dabney Estates Associates	Original covenants (Lots 1 to 12, Plat U-455). Attached.
1986	613 / 730	Amendment to Restrictive Covenants	Changes road setback to 90 ft from centerline. Attached.
2003	1048 / 394	Release	Lot owners release the 13.92-ac common area. Not attached (12 pp).
2005	1075 / 83	Release	Reed joinder in the common area release. Not attached (3 pp).
2005	1101 / 546	Addendum to Restrictive Covenants	Extends covenants to Lots 13 to 40, Willow Creek Run. Attached.

Note

Copies attached are from the county’s online records and are unofficial. Title search at closing should confirm.

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 1308 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 alogn 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 U, at page 213.

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

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 motiff, one with the other, and for the protection of

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

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.

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

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

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

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-commerical 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.

Cornelius F. Cathcart (SEAL)
CORNELIUS F. CATHCART

Mouhammad Farouk Soukkar (SEAL)
MOUHAMMAD FAROUK SOUKKAR

James E. Kenney (SEAL)
JAMES E. KENNEY

J. Henry Banks (SEAL)
J. HENRY BANKS

William A. Murphy (SEAL)
WILLIAM A. MURPHY

(SEAL)

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

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 WARREN COUNTY, N.C.

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

BY: Cynthia S. Abbott
Assistant Register of Deeds

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

BOOK 613 PAGE 730

NORTH CAROLINA

VANCE COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS FOR DABNEY ESTATES ASSOCIATES

DABNEY ESTATES ASSOCIATES, a North Carolina Partnership with its principal office and place of business in Henderson, Vance County, North Carolina and JAMES E. KENNEY and wife, CONNIE J. KENNEY, Vance County, North Carolina are owners of 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 1308 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 toa 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 a 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 Cawthorne & Bobbitt, Surveyors, dated November 19, 1982 and recorded in Vance County Registry, Plat Book U, at page 213.
>
> That from the above described Tract, Lots 1-12 as recorded in Plat Book U, page 455, of the Vance County Register of Deeds, only are included in the hereinafter imposed Restrictive Covenants.

THAT WHEREAS 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 principle office and place of business at Henderson, Vance County, North

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

Carolina executed certain restrictive covenants touching and concerning that certain parcel of land described hereinabove; said restrictive covenants are recorded at Book 597, Page 1 of the Vance County Registry.

WHEREAS by deed dated June 24, 1985 and recorded at Book 597, Page 166, CORNELIUS F. CATHCART and wife, M. FAY CATHCART of Vance County, North Carolina, WILLIAM A. MURPHY and wife, GLENNETTE C. MURPHY, of Vance County, North Carolina; FRANK W. BALLANCE, JR. and wife, BERNADINE S. BALLANCE of Warren County, North Carolina; J. HENRY BANKS and wife, PATRICIA C. BANKS of Vance County, North Carolina; and MOUHAMMAD FAROUK SOUKKAR, and FATIMA BADAWI of Vance County, North Carolina, D/B/A DABNEY ESTATES ASSOCIATES and WILLIE S. DARBY, Trustee, conveyed a certain lot known as Lot 10 of Dabney Estates, Section I, as shown on the map of Cawthorne and Associates, RLS, dated June 14, 1984, to JAMES E. KENNEY and wife, CONNIE J. KENNEY of Vance County, North Carolina.

WHEREAS, the Restrictive Covenants for DABNEY ESTATES ASSOCIATES recorded in Book 597, Page 1 of the Vance County Registry at Covenant 5 require that 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; and whereas the survey of Cawthorne and Associates, RLS dated June 14, 1984, establishes a setback of 30 feet from the edge of the 30 foot right of way for State Road 1326 for those five lots fronting State Road 1326 and 60 feet from the edge of the right of way for the remaining lots in Section I which front the Private Road constructed by DABNEY ESTATES ASSOCIATES.

WHEREAS, the parties hereto desire to alleviate the descrepency;

NOW THEREFORE, said parties for the purpose of alleviating the descrepency concerning the setback for the lots in the DABNEY ESTATES ASSOCIATES SUBDIVISION as well as creating and maintaining a quiet, restful and desirable development in which the improvements situated therein are generally consistent in design and motiff, one with the other, and for the protection of the landowners who buy or build houses in said above-described

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

development, DABNEY ESTATES ASSOCIATES, and JAMES M. KENNEY and wife, CONNIE S. KENNEY as grantees of a lot from DABNEY ESTATES ASSOCIATES do hereby amend Covenant 5 of the Restrictive Covenants for DABNEY ESTATES ASSOCIATES as recorded at Book 597, Page of the Vance County Registry as follows:

5. No building shall be located on any lot nearer than 90 feet from the center line of any road, or near 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 driveways shall not be considered a part of the building and therefore the distance limits would not apply to said driveways.

Except to the extent that they are inconsistent with this Amendment the Restrictive Covenants recorded in Book 597, Page 1 of the Vance County Registry shall remain in full force and effect and the same are incorporated herein by reference and together with this amendment shall run with the land hereinabove described and are binding on the parties hereto and any persons claiming under them.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals this the 24th day of October, 1986.

DABNEY ESTATES ASSOCIATES, A
North Carolina Partnership

BY: Cornelius F. Carthcart
CORNELIUS F. CARTHCART, Partner

BY: James E. Kenney
JAMES E. KENNEY, Partner

BY: William A. Murphy
WILLIAM A. MURPHY, Partner

BY: Mohammad Farouk Soukar
MOHAMMAD FAROUK SOUKAR, Partner

BY: J. Henry Banks
J. HENRY BANKS, Partner

James E. Kenney
JAMES E. KENNEY

Connie S. Kenney
CONNIE S. KENNEY

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

STATE OF NORTH CAROLINA
WARREN COUNTY

I, DOLLIE A. BURWELL, a Notary Public of said County and State do hereby certify that JAMES E. KENNEY and wife, CONNIE J. KENNEY personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 24 day of October, 1986

Dollie A. Burwell
NOTARY PUBLIC

DOLLIE A. BURWELL NOTARY PUBLIC WARREN COUNTY, N.C.

MY COMMISSION EXPIRES: 10/20/89

STATE OF NORTH CAROLINA
WARREN COUNTY

I, DOLLIE A. BURWELL, a Notary Public of said County and State do hereby certify that CORNELIUS F. CATHCART, JAMES E. KENNEY, WILLIAM A. MURPHY, MOUHAMMAD FAROUK SOUKKAR, and J. HENRY BANKS, personally appeared before me this day and acknowledged that they are partners in DABNEY ESTATES ASSOCIATES, a North Carolina Partnership and that they have this day acknowledged the due execution of the foregoing instrument.

WITNESS my hand and and seal this the 24 day of October, 1986.

Dollie A. Burwell
NOTARY PUBLIC

DOLLIE A. BURWELL NOTARY PUBLIC WARREN COUNTY, N.C.

MY COMMISSION EXPIRES: 10/20/89

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

BOOK 613 PAGE 734

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate~~(s)~~ of Dollie A. Burwell, Notary Public of Warren County, N. C.,

is (~~are~~) certified to be correct. This instrument was presented for registration and recorded in this office in Book 613, Page 730.

This 10 day of November 1986 at 11:29 o'clock A.M.

SARAH H. HALE, REGISTER OF DEEDS BY: Jane Perkinson

~~Deputy~~/Assistant Register of Deeds

BK1101 PG546

FILED FOR RECORD
VANCE COUNTY, N.C.
CYNTHIA S. ABBOTT
REGISTER OF DEEDS

RECORDED Oct 11, 2005
AT 02:43 pm

INSTRUMENT # 06105

STATE OF NORTH CAROLINA
COUNTY OF VANCE

ADDENDUM TO RESTRICTIVE COVENANTS FOR DABNEY ESTATES NOW KNOWN AS WILLOW CREEK RUN SUBDIVISION

THIS ADDENDUM TO RESTRICTIVE COVENANTS made and entered into this the 7th day of October, 2005 by Cornelius F. Cathcart, managing partner, hereinafter referred to as "Developer"

WITNESSETH:

THAT WHEREAS, Developer is the owner of a parcel of land in Henderson Township, Vance County, North Carolina, as more fully described in deed recorded in Book 570, Page 780, Vance County Registry; and

WHEREAS, a portion of said parcel of land has been subdivided into residential lots as shown on map recorded in Plat Book U, Page 455 Vance County Registry, which lots have heretofore been subjected to certain Restrictive Covenants by instruments recorded in Book 597, Page 1, Vance County Registry; and

WHEREAS, developer has subdivided the remainder of said tract into residential lots as shown on map recorded in Plat Book V, Page 542, section 111, Vance County Registry, and wish to extend the effect of those Restrictive Covenants recorded in Book 597, Page 1, Vance County Registry to include lots #13 through lots#40 of Dabney Estates now known as Willow Creek Run Subdivision on map recorded in Plat Book V, Page 542, section 111, Vance County Registry.

NOW, THEREFORE, the Developer hereby declares that lots #13 through lots #40 of Dabney Estates now known as Willow Creek Run Subdivision shall be held and conveyed subject to the Restrictive Covenants for Dabney Estates now known as Willow Creek Run Subdivision as appears in Book 597, Page 1, Vance County Registry, and that said Restrictive Covenants shall run with the real property and be binding on all parties having any interest in said lots, together with their heirs, successors and assigns.

IN WITNESS WHEREOF, the said party hereto has set his hand and seals this the 11th day of October, 2005.

Cornelius F. Cathcart, Managing Partner
CORNELIUS F. CATHCART, managing partner

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, Alicia T. Campbell **, a Notary Public of the County and State aforesaid, certify that CORNELIUS F. CATHCART, managing partner of Dabney Estates now known as Willow Creek Run Subdivision, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.**

Witness my hand and official seal, this 11th **day of October, 2005.**

Alicia T. Campbell
Notary Public

My Commission Expires: 3-11-07

