Sewter & Stephenson

PRESENTED FOR REGISTRATION

JAN 30 1 02 PM '84

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, NC

BOOK 3232 PAGE 125

STATE OF NORTH CAROLINA

COUNTY OF WAKE

PROTECTIVE COVENANTS OF
DURBIN VILLAGE
BOOK OF MAPS 1984 , PAGE 96
WAKE COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENT: That the undersigned, being the owner of all of the lots shown on a map entitled "Durbin Village" recorded in Book of Maps 1984, Page 96 Wake County Registry, does hereby agree, with all parties, firms or corporations hereafter owning or acquiring any of the lots hereinafter designated, that Lots 1 through 21 inclusive, are the same as shown on the aforementioned map are hereby subjected to the following restrictions as to use thereof, running with said properties of whomsoever owned, and that all other restrictive covenants heretofore imposed upon any of the aforesaid lots are hereby abolished and declared null and of no effect:

1. A building unit shall consist of a tract of land having an area of not less than .689 acres. A lot refers to Lots 1 through 21, inclusive, according to a map entitled "Durbin Village" recorded in Book of Maps 1984, Page 96 , Wake County Registry. The owner of said lots or building units may vary the lines of said lots, but may not reduce the size of any building unit to less than the above area.

2. No lot shall be used except for residential purposes except as hereinafter provided. No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached single-family dwelling not to exceed two and one-half stories in height, an attached private garage for not more than two cars and outbuildings necessary to residential use. The owners may permit one lot to be used as a temporary office for a contractor building houses in the subdivision until such time as all lots in the subdivision shall have been so used, and said contractor may erect the necessary building on the lot designated to serve this purpose.

3. No building shall be permitted on any building unit which has a floor area of the main structure, exclusive of one-story open porches and garages, of less than 1000 square feet of finished living area; however, developer has option to allow a ten percent (10%) variance.

4. Except as otherwise expressly provided herein, no building shall be located nearer the front lot line than the building setback line shown on the recorded map, provided in no event shall the front setback line be less than 50 feet, nor the side street line be less than 30 feet.

5. No building shall be located nearer the unit line of an adjacent unit than ten feet except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the rear of the residence located on said lot. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building or a building unit to encroach upon another unit. In the event that a dwelling is constructed nearer to the adjacent unit line than is permitted by this paragraph, but not nearer than five feet to such line, such violation may be waived by the execution and recordation in the Wake County Registry of an instrument in writing signed by the developer of the subdivision, if in existence, and by the owners of the adjacent building unit on the side on which the violation occurs. Upon execution and recordation of such waiver, said violation shall not there-

after be deemed to exist. In the event that a dwelling is constructed nearer to the front line than is permitted by these covenants but is within five feet of the setback line called for in these covenants, such violation may be waived by the execution and recordation in the Wake County Registry of an instrument in writing signed by the developers if in existence. Upon execution of such waiver, such violation shall not thereafter be deemed to exist.

6. No building shall be erected, placed or altered on any premises in said subdivision until the building plans, specifications and plot plan showing the location of such building, have been approved in writing as to conformity and harmony of external design and exposed to topography and finished ground elevation by the developer or such architect as shall be designated by them. In the event that the developer or his designated architect fail to approve or disapprove such design and exterior materials within 30 days after said plans and specifications have been submitted to the developer, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

7. No commercial vehicles are permitted to park on any lot or street overnight or for extended periods except those used temporarily during the construction of dwellings or accessory buildings.

8. Permanent and or temporary subdivision signs may be placed and maintained on Lot 21.

9. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. 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 residence, either temporarily or permanently, except as provided in Paragraph Two.

11. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

12. These covenants shall run with the land and be binding on all parties and persons claiming under them until February 1, 2024, on which date they shall automatically expire.

13. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

14. No fences of any kind may be placed in the front or side yards of any building unit unless approved in writing by the developer.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hand and seal, this the 26th day of January, 19 84.

Stephen A. Allen (SEAL)
Stephen A. Allen, Partner

J. Hardy Baker Jr. (SEAL)
J. Hardy Baker, Jr., Partner

ABCO PARTNERSHIP

NORTH CAROLINA

WAKE COUNTY

I, Margaret C. Baker, a Notary Public, do hereby certify that Stephen A. Allen and J. Hardy Baker, Jr. as partners of ABCO Partnership personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 26th day of January, 1984.

MARGARET C. BAKER NOTARY PUBLIC WAKE COUNTY, N.C.

Margaret C. Baker
Notary Public

My commission expires: 8-24-85

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Margaret C. Baker

Notar(y)(ies) Public is (are) 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.

KENNETH C. WILKINS, Register of Deeds

By Charles A. Pulley
Asst./Deputy Register of Deeds