

PROTECTIVE COVENANTS FOR DEVELOPMENT
OF
SINGLE FAMILY DETACHED DWELLINGS
IN
THORNTON DEVELOPMENT

PART A - PREAMBLE

A- 1 EFFECTIVE DATE. These protective covenants shall be effective from the date that the same are recorded in the office of the Register of Deeds of Vance County, North Carolina.

A- 2 OWNERS. I, Dean Thornton and wife, Joyce E. Thornton, owners of the after described property, for the purpose of creating and maintaining a quiet, restful, and desirable development and for the protection of home owners who buy or build homes in said development, covenant to and with the present or future home owners in the following described area as follows:

Being lots #s 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13 and 14 as shown on the plat of John Lee Hamme, R.L.S.,
L-1064, dated November 16, 1969, recorded in Plat Book
P, page 67 of the Vance County Registry.

PART B - AREA OF APPLICATION

B- 1 FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C shall apply to all lots in the above description.

PART C - RESIDENTIAL AREA COVENANTS

C- 1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C- 2 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than TWELVE THOUSAND DOLLARS (\$12,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand three hundred (1,300) square feet for a one-story dwelling, nor less than one thousand (1,000) square feet for a dwelling of more than one story.

C- 3. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than thirty (30) feet to the front lot line. On lots #s 1 and 14, no building shall be located nearer than thirty five (35) feet to North Carolina Highway #1128 regardless of whether the same be the front lot line or the side lot line.

(b) No building shall be located nearer than ten (10) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building front setback line.

(c) For the purposes of this covenant, caves, 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 on a lot to encroach upon another lot.

C- 4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum building front setback line nor shall any dwelling be erected or placed on any lot having an area of less than twenty thousand (20,000) square feet.

C- 5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C- 6. NUISANCES. No noxious or offensive activity 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.

C- 7. TEMPORARY STRUCTURES. 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.

C- 8 SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C- 9 LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C- 10 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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.

C- 11 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on Lots #s 1 and 14 within the triangular area formed by the street property lines and the highway property line and a line connecting them at points 25 feet from the intersection of the street line and the highway line. The same sight line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D - GENERAL PROVISIONS.

D- 1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D- 2 ENFORCEMENT. Enforcement 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.

D- 3 SEVERABILITY. 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 TESTIMONY WHEREOF, L. Dean Thornton and wife, Joyce E. Thornton, have hereunto set their hands and seals, this 14th day of June, 1967.

L. Dean Thornton (SEAL)

Joyce E. Thornton (SEAL)

NORTH CAROLINA

VANCE COUNTY

The execution of the foregoing instrument was this day acknowledged before me by L. Dean Thornton and wife, Joyce E. Thornton, for the purposes therein expressed.

Witness my hand and notarial seal, this the 14th day of June, 1967.

Henry A. Wolfe
NOTARY PUBLIC
MY COMMISSION EXPIRES: March 4, 1968

North Carolina Vance County
The foregoing Certificate of Henry A. Wolfe
a Notary Public
of Vance county is adjudged
to be correct and sufficient. Let the instrument with
the certificates be registered. Witness my hand this
14 day of June, 1967
Donald S. Robinson
Clerk Superior Court

Filed for Registration at 1 o'clock
P. M. June 14, 1967 and
Registered in the Office of the Register
of Deeds of Vance County, North Carolina,
in Book 436, Page 671.
H. M. Robinson
Register of Deeds

DRAFTED BY: STERLING G. GILLIAM, ATTORNEY