Book 0122 Page 0253

FILED
CAMDEN COUNTY NC
02/17/98 4:00 PM
PEGGY C. KIGHT
Register Of Deeds

PCK

NORTH CAROLINA
CAMDEN COUNTY

DECLARATION OF RESTRICTIVE COVENANTS
DANSON'S GRANT SUBDIVISION, PHASE 2

THIS DECLARATION made this 27th day of January, 1998, by THE SMALL FAMILY LIMITED PARTNERSHIP, a North Carolina Limited Partnership, and F. P. MARKHAM SMALL and wife, EUSTACE A. SMALL, of Pasquotank County, North Carolina, Declarants;

WITNESSETH:

THAT WHEREAS, Declarants are the fee simple owners of certain lands situate in Courthouse Township, Camden County, North Carolina, and shown and delineated on that certain map or plat entitled "Danson's Grant, Phase 2" by Robey Associates Engineering, and recorded in Plat Cabinet 3, Slides 16A, 16B and 17A, in the Office of the Register of Deeds of Camden County, North Carolina; and

WHEREAS, it is the desire of the Declarants to establish for the aforesaid property and to subject said property to certain protective covenants and restrictions as to use for the benefit of all of the owners of property in said subdivision;

NOW, THEREFORE, Declarants hereby covenant, declare and make known that the lands shown and delineated on that map or plat hereinabove designated are hereby subjected to the following restrictions as to the use thereof, which said restrictions shall run with the said lands by whomsoever owned, and shall be binding upon the successors in interest of the Declarants:

1. If the owners of any lot in the subdivision covered by these restrictions, or the successors, heirs or assigns of such owners, shall violate any of the covenants and restrictions herein, it shall be the right of any lot owner to institute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions for the purpose of preventing him or them from so doing, or to recover damages for such violations, or both.

2. Invalidation of any of these covenants or restrictions by judgment, court order or otherwise shall in no way affect any of the other provisions contained in this instrument, and the remaining covenants or restrictions shall remain in full force and effect, and these covenants shall therefore be construed and considered as being severable.

3. All lots in said subdivision shall be known, designated and described and used solely and exclusively as residential lots, and no business, commercial or professional enterprise or activity shall be conducted on any of said lots.

4. No structure shall be erected or maintained on any lot other than one detached single-family residence, together with such outbuildings or dependencies as may be approved by the architectural committee appointed by the declarant.

Provided, however, that, in addition to one single-family residence, as provided for in the next preceding paragraph, a detached garage for no more that three automobiles may be placed on a lot. Any such detached garage shall be located at least one hundred feet from the front lot line as shown on the plat of said subdivision.

5. No structure shall be erected, placed or permitted on any lot closer than twenty five (25) feet from the front lot line, nor closer that twenty (20) feet from a side street, nor closer than twenty (20) feet from the rear lot line.

6. Easements are hereby reserved along and within twenty (20) feet of all front, side and rear property lines for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electricity, telephone service, cable television, water mains, sanitary and storms sewers, road drains and other public and quasi-public utilities, and for the trimming of any trees which may at any time interfere with or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to duly authorized maintenance personnel. In addition, easements are hereby reserved along and within twenty (20) feet of each property line for the maintenance of drainage ditches and tiles, where necessary.

7. PROPERTY OWNERS' ASSOCIATION.

(a) Declarants will incorporate or cause to be incorporated under the laws of the State of North Carolina a non-profit corporation named "Danson's Grant Subdivision Property Owners' Association" (hereinafter referred to as "Association").

(b) The owner of any lot or lots in Danson's Grant Subdivision, shall automatically be a member of the Association. Every person or entity who purchases an equitable interest or undivided equitable interest in any original lot, whether as land contract vendee or fee simple holder being subject to these restrictive covenants and to assessments by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of a obligation shall not be a member of the Association.

(c) Every owner of property within Danson's Grant Subdivision, by acceptance of any instrument of conveyance of property within said subdivision, whether or not such instrument or conveyance shall expressly provide therefor, shall be deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges. There may be an annual assessment assessed by the Association in such amount as may be required to satisfy the requirements of these restrictive covenants, including but not limited to, the inspection and maintenance and drainage and other facilities as required by the Pasquotank, Perquimans, Camden and Chowan District Health Department.

2. Special assessments. Special assessments as approved by the Board of Directors of the Association as required to meet any requirements of the Pasquotank, Perquimans, Camden and Chowan District Health Department. The annual and special assessments, together with such interest thereon and costs of collection thereof as may be incurred, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the obligation of the person who was the owner of such property at the time when the assessment fell due. The assessments levied by the Association shall be levied exclusively for the purpose of meeting the requirements of the Pasquotank, Perquimans, Camden and Chowan District Health Department and other governmental authorities.

(d) The annual assessments shall initially be in the amount of $25.00 per year for each lot, and may be increased to such amounts as the Board of Directors of the Association shall from time to time determine.

8. AMENDMENT. The covenants and restrictions contained in the Declaration shall run with and bind the land hereinabove described for a period of twenty years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended at any time by an instrument signed by the owners of not less than 75% of the lots in Danson's Grant, Phases I and II. This Declaration may be amended by the Declarants, without joinder of any other lot owners, for so long as the Declarants own not less than 75% of the lots in the subdivision. Any amendment must be recorded.

9. When one or more owner acquires two or more adjoining lots, then and in that event, the adjoining lots may be used as one building site, in which event, the side line restrictions hereinabove set forth shall apply to the outside perimeter property line of the combined lots owned by said owner. No lots may be re-subdivided for the purpose of creating additional lots.

10. No dwelling shall be constructed on any building site containing less than 1800 square feet of interior living space, excluding all basements, garages, breezeways, porches, patios, balconies and unfinished attics, even though said breezeways and porches are enclosed. No dwelling having a roof with less than 7/12 pitch shall be constructed on any building site. No dwelling shall be constructed unless the same contains at least four separate roof planes.

11. The construction of a dwelling, garage, or other structure shall not be commenced until the construction plans have been submitted in writing and approved by the architectural committee appointed by the Declarants. Any addition to any dwelling or garage, including fencing, requires like approval from said architectural committee.

Any plans and specifications prepared and submitted in proper form and order to the architectural committee appointed by the Declarants and which plans and specifications have not been approved nor rejected within thirty (30) days after the submission thereof shall be conclusively presumed to have been approved and ratified, provided, however, that such plans and specifications, and any construction pursuant thereto, shall nevertheless fully comply with all other provisions required of improvements in the said subdivision.

12. All construction and any alteration to original structures shall be completed within twelve months from start of construction.

13. No structure of a temporary nature, house trailer, mobile home, trailer, camper, modular home, tent, or shack, shall be erected, parked, placed, or allowed to remain on any lot in said subdivision, either temporarily or permanently, and no structure of a temporary character shall be used at any time on any of said lots as a place of residence.

14. No structure shall be moved onto any lot in said subdivision unless it shall confirm with and be in compliance with the covenants and restrictions set forth herein, including approval of the architectural committee appointed by the Declarants.

15. All dwellings must have private inside bathroom facilities and septic tanks which conform to the minimum requirements of the public health laws and ordinances of the Pasquotank County Board of Health.

16. No exterior light, mailbox, newspaper receptacle or fence shall be erected on any of the lots in said subdivision until the same has been approved by the architectural committee. No trash receptacles, clothes drying apparatus, exterior air-conditioning equipment or other mechanical equipment, carports, play houses and other recreational equipment, electric meters, or detached outbuildings shall be erected, placed, or allowed to remain on any lot in said subdivision unless adequately screened from view in a manner approved by the architectural committee.

17. No nuisance or offensive, noisy, noxious or illegal activity shall be carried on or suffered or permitted upon any lot in said subdivision; no part of any lot shall be used or occupied so as to adversely affect the use or value of the adjoining premises for residential purposes or the neighborhood wherein the premises are situated. No outdoor toilets or privies shall be permitted, except one temporary toilet during construction of a residence. All garage and trash receptacles shall be emptied regularly and all electric meters, exterior air-conditioning equipment, fuel tanks, wood piles, and trash, garbage or rubbish accumulations are to be adequately screened so as to preclude view of the same. No signs or advertising posters shall be permitted on any lot in said subdivision, except signs identifying the owner or occupant of the property and one sign used by a builder during construction.

18. No domestic animals, except household pets, shall be kept or maintained upon any of said lots in said subdivision, it being the intent and purpose of this provision to prohibit the keeping and quartering of horses, cows, ponies, goats, chickens, or other animals commonly classified as domestic animals.

19. No junk, wrecked or inoperative automobile, truck, bus or boat shall be permitted to remain on any lot in said subdivision, nor shall any other unsightly materials be stored thereon. All owners of vacant or unoccupied lots in the subdivision shall at all times keep and maintain said property in an orderly manner and shall prevent the accumulation of rubbish, trash and debris thereon and shall cut down any excessive growth of weeds, brush or bramble thereon.

20. All buildings, structures and other appurtenances shall be maintained in suitable state of repair; and in the event of destruction by fire or other casualty, the premises are to be cleaned and cleared of debris within ninety (90) days from the date of such casualty.

21. No owner of any lot in said subdivision shall permit the riding of two-wheeled motorized vehicles, motorcycles or "go-carts" over any vacant lot which he may own, nor shall any such owner permit the creation of a trail or track on which said two-wheeled motorized vehicles, motorcycles or "go-carts" shall be operated.

22. All owners of said lots in Danson's Grant Subdivision shall at all times keep and maintain their properties in an orderly manner and shall prevent the accumulation of rubbish and debris upon the premises. This restriction and covenant applies to unoccupied properties as well as lots with residences or buildings situate thereon.

IN WITNESS WHEREOF, the Declarants have set their hands and seals this the day and year first above written.

The Small Limited Family Partnership

By: _____ (SEAL)
Gaston E. Small, Jr., General Partner

By: _____ (SEAL)
Beverly M. Small, General Partner

_____ (SEAL)
F. P. Markham Small

_____ (SEAL)
Eustace A. Small

NORTH CAROLINA
COUNTY OF PASQUOTANK

I, a Notary Public of the County and State aforesaid, certify that Gaston E. Small, Jr. and Beverly M. Small, General Partners of and for the Small Family Limited Partnership, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 27th day of January, 1998.

_____
Notary Public

My Commission Expires:

7-20-99

JANET L. JERNIGAN NOTARY PUBLIC PASQUOTANK COUNTY, N.C.

NORTH CAROLINA
COUNTY OF PASQUOTANK

I, a Notary Public of the County and State aforesaid, certify that F. P. Markham Small and wife, Eustace A. Small, Declarants, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 27th day of January, 1998.

_____
Notary Public

My Commission Expires:

7-20-99

JANET L. JERNIGAN NOTARY PUBLIC PASQUOTANK COUNTY

Book 0122 Page 0257

NORTH CAROLINA
CAMDEN COUNTY

The foregoing Certificate(s) of Jamet L. Jernigan, Notary Public of Pasquotank Co., NC 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.

Peggy C. Kight Register of Deeds for Camden County.

By _____ Deputy/Assistant-Register of Deeds.