

19900524000061060 R/C

Bk: RB854 Pg: 127

5/24/1990 1/4

BOOK **854** PAGE **127**

FOR MULTIPLE PIN SHEET
SEE BOOK **854** PAGE **126**

Prepared by and return to: C. D. Hogue, III, Attorney at Law, 110 West Margaret Lane, Hillsborough, North Carolina 27278. MDOC DES-RCS 1-3-90 USER 1.
Declarant's address:

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

FOR

COUNTY OF ORANGE

DURHAM ESTATES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that WILLIAM T. DURHAM (divorced), hereinafter called Declarant, does hereby covenant and agree with all persons purchasing lots from it within the area designated as DURHAM ESTATES SUBDIVISION as shown on a map recorded in the Orange County Registry in Plat Book 55 at page 27, that all of the lots in the said area shall be and are hereby made subject to the following covenants and restrictions as to the use thereof, which covenants and restrictions shall run with the land by whomsoever owned, to wit:

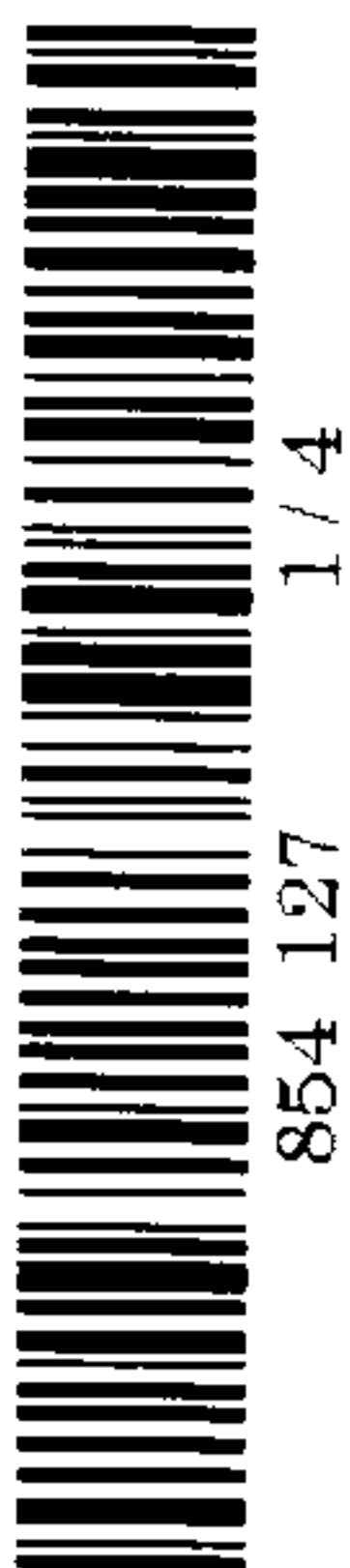
1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence and its customarily accessory buildings and uses, and one barn. No duplex houses, apartments, commercial or industrial buildings shall be constructed within the area. This provision shall not be interpreted to preclude the provision of servant's quarters or rooms incidental to the residence and garage structure, nor does it preclude the inclusion of one small light housekeeping apartment within the residential structure, nor does it preclude gardens, one outdoor tennis court, one basketball court, and pastures not greater in size than 60 percent the total land area of said lot.

2. No residence can be erected on less than one lot and no lot as shown on the recorded plat shall be subdivided except that two lot owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot; provided, further, that adjoining property owners may adjust a common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange conforms in all respects with the Zoning Ordinances of the County of Orange and all other provisions of these restrictive covenants.

3. The minimum size of dwelling structures within this area shall be TWO THOUSAND SQUARE FEET of heated and finished living area excluding basement. A two story structure shall have no less than ONE THOUSAND FEET on its first floor in complying with this paragraph.

4. No building or part of a building other than steps, overhanging eaves or cornices shall extend nearer than 60 feet from the edge of the rights-of-way

RECORDED
1990 MAY 24 PM 2:44
C. D. HOGUE, III



HOGUE & STRICKLAND
ATTORNEYS AT LAW
HILLSBOROUGH, N. C.

of North Carolina State Road No. 1112 and British Lane as shown on said subdivision plat or 40 feet from any other lot line. Through the architectural approval process a variance of up to 25% of any setback may be granted.

5. 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 temporary residence.

6. No swine, chickens, ducks, geese, or cattle, may be kept on the property; other animals including up to one horse for each full acre owned may be kept on homesites under reasonable regulations of control and sanitation, provided they do not become a nuisance to other owners in the development, and further provided that they are not kept, bred, or maintained for any commercial purpose. All owners shall comply with the Animal Control Ordinance for Orange County.

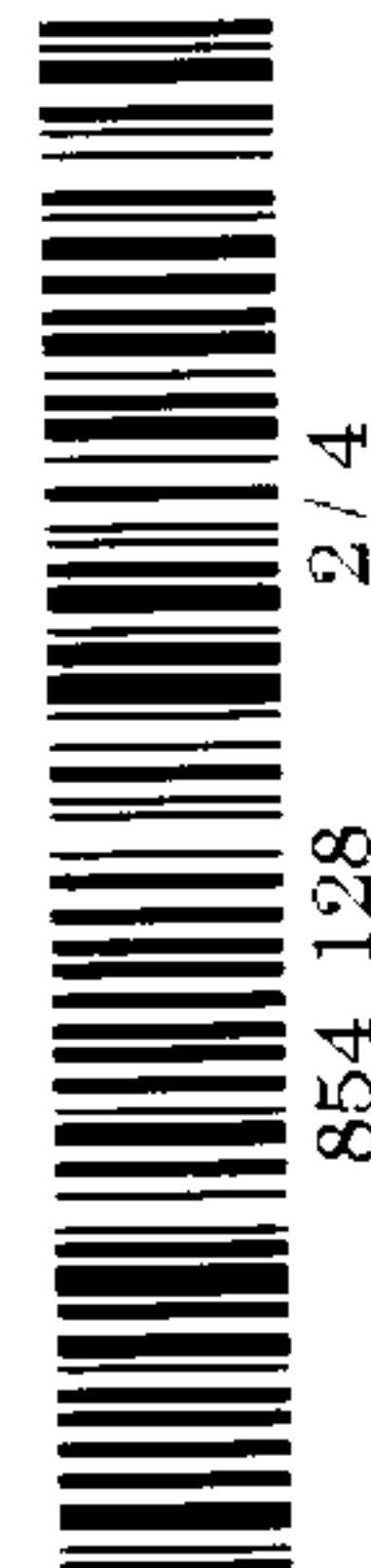
7. Where no municipal or other properly engineered and constructed sewerage line is available, all sewage disposal shall be by septic tank meeting the approval of the appropriate municipal authorities.

8. This conveyance is made and accepted subject to any easements or rights-of-way that may have been granted for power, light, and telephone lines and drainage facilities, or as shown on the recorded plat of DURHAM ESTATES SUBDIVISION.

9. Garbage containers will be concealed from public view, except on collection days. Trailers, motor homes, junk cars, boats, fuel tanks may not be visible from adjacent property or roads adjacent to the property.

10. No metal or vinyl siding shall be allowed on any house or other building built within the subdivision; stucco, brick, or stone veneer must be used on the foundation of any house built within this subdivision.

No dwelling house, building, fence or other structure of any kind shall be erected, placed or altered on any building lot in this area until the building plans and specifications have been approved in writing by the Declarant herein so long as he owns property in the subdivision or until he resigns by sending written notice to all other lot owners. Said plans shall show floor elevation, drainage and grades, driveways and walks, and the location of said building as to conformity and harmony of exterior design with existing structures in the area, and as to location of the building with respect to topography and the finished ground elevation and orientation relative to neighboring structures. In the case of death, resignation, or inability to serve of the Declarant, his successors, as named by the process set out herein, shall have authority to



approve or disapprove such design or location. If the aforesaid Declarant or his authorized successors fail to approve or disapprove a design or location within thirty days after plans, specifications, and plat plans have been submitted in writing, or in any event, if no suit to enjoin the erection, placement or alteration of such building has been commenced prior to the completion thereof, such approval of said design or location so submitted will not be required. After Declarant no longer has architectural control the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded in the Office of the Register of Deeds of Orange County their authorized representatives who thereafter shall have all the powers subject to the same limitations delegated herein to the aforesaid Declarant, the said recorded writing shall set forth an address to which plans must be delivered. If there is more than one owner of a lot, these owners shall be entitled to only one vote.

11. Three rail wood fences are allowed to be constructed within any setback of the subdivision as set out herein; one strand of barbed or electrified wire may be run inside the top rail in order to protect the top rail; no other sort of fencing is allowed within the setbacks established herein in paragraph 4 above.

12. It is expressly understood and agreed between the owners of DURHAM ESTATES SUBDIVISION and all subsequent purchasers of lots therein that all covenances of lots in DURHAM ESTATES SUBDIVISION are made subject to the foregoing covenants, conditions, and restrictions, and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties buying lots in DURHAM ESTATES SUBDIVISION. These covenants, conditions and restrictions shall remain in full force and effect through the 1st day of January, 2000, after which said covenants shall be automatically extended for successive periods of ten years unless by vote of three-fourths of the then owners of the lots in the DURHAM ESTATES SUBDIVISION it is agreed otherwise. Prior to the 1st day of January, 2000, these provisions may be amended at any time by the Declarant so long as one-half of the owners of real estate in DURHAM ESTATES SUBDIVISION also consent in writing; after the 1st day of January, 2000, these provisions may be amended at any time by written agreement of three-fourths of the owners of real estate in DURHAM ESTATES SUBDIVISION. All owners of a single lot shall together have one (1) vote for the purposes of this paragraph.

HOGUE & STARKER
ATTORNEYS AT LAW
HILLSBOROUGH, N. C.

13. It is further stipulated and agreed that the owners of property in DURHAM ESTATES SUBDIVISION and their heirs, successors or assigns, may enforce the above restrictive covenants and agreements by injunction and that this shall not be in exclusion of, but in addition to, other remedies available in law.

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

15. For the purposes of these restrictions singular shall include the plural, masculine shall include feminine and neuter, and vice-versa as the meaning may require.

IN WITNESS WHEREOF, Declarant, has set his hand and seal, this the _____ day of _____, 1990.

William T. Durham (SEAL)
WILLIAM T. DURHAM

STATE OF NORTH CAROLINA, COUNTY OF Orange

I, Judy D. Smith, a Notary public in and for said County and State, do hereby certify that WILLIAM T. DURHAM (divorced), Declarant, personally appeared before me this day and acknowledged the due execution of the foregoing deed, for the intents and purposes therein expressed.

WITNESS my hand and notarial seal, this 16 day of May, 1990.

Judy D. Smith
NOTARY PUBLIC

My commission expires: My Commission Expires June 27, 1994

STATE OF NORTH CAROLINA, Orange COUNTY.

The foregoing certificate(s) of Judy D. Smith A Notary (~~Notary~~) Public of the designated governmental unit is (~~not~~) certified to be correct. Filed for registration this the 24th day of May, 1990, at 3:58 P.M. o'clock, in Record Book 854 Page 127.

By: Betty June Hayes, Assistant, Deputy Register of Deeds



854 130 4/4