

Prepared by and return to: Ronald G. Coulter, Attorney at Law  
P.O. Box 929, Durham, NC 27702

NORTH CAROLINA

RESTRICTIVE COVENANTS

DURHAM COUNTY

WHEREAS, Douglas Scott Dahms and wife, Kay Landrum Dahms ("Declarant") is the owner and developer of a certain tract of land (the "Property") located in the County of Durham, State of North Carolina, shown as Lots 1 and 2 on a plat of the property of Douglas Scott Dahms and wife, Kay Landrum Dahms in Plat Book 144 at Page 183 and Plat Book 144 at Page 185, in the office of the Register of Deeds of Durham County, North Carolina;

WHEREAS, Declarant is expected to sell residential lots with said Property and desires to subject the land and the purchasers thereof to certain restrictions, conditions and covenants for the mutual benefit of the owners and for the purpose of maintaining the value and atmosphere of the subdivision;

NOW THEREFORE, Declarant hereby declares that all of the Property shall be conveyed subject to the following restrictions, conditions and covenants:

1. LAND USE AND BUILDING RESTRICTIONS: No lot on the Property shall be used except for residential and accompanying home business, street and utility purposes. No building on the Property shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three stories in height and a private garage for not more than three cars, and other out-buildings incidental to residential and accompanying home business use and in compliance with the other provisions herein. No mobile homes and no metal storage buildings shall be permitted on the Property. No exposed cinder block foundations shall be permitted on any dwelling structure located on the Property. Exposed stucco cinder block, stone or brick foundations are permitted. All fuel tanks shall either be installed underground or to the rear of the improvements and screened. All fences between each dwelling and Woods End Road shall be of a type that enhances the beauty of the neighborhood. In no event shall chain link or metal type fences be approved in any area visible from Woods End Road.

No dwelling or other structures shall be located in relation to the property lot lines so as to violate the then existing Durham County Zoning Ordinance.

All curb cuts or driveway entrances shall comply with the standards and requirements of the North Carolina Department of Transportation standards in effect at the time of the building of such curb cut or driveway.

2. DWELLING AND STRUCTURE SIZE: No dwelling shall be permitted having a heated area of the main structure, exclusive of one-story open porches and garages, of less than 2,000 square feet. The total footprint of all improvements on each lot which create or cause an

impervious surface (dwelling, driveways, etc.) shall not exceed 10,000 square feet per lot unless such limitations are modified or removed based on a change in the Durham County watershed standards.

3. **SATELLITE DISHES AND ANTENNAS:** No satellite dishes larger than four (4) feet in diameter shall be permitted on the Property.

4. **PARKING:** Vehicles of occupants and guests shall be parked only in garages or in driveways. No abandoned, wrecked or unlicensed vehicles of any kind, commercial vehicles, tractor-trailer trucks or cabs, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, or boat trailers shall be parked or stored on any portion of the Property unless placed in an enclosed storage area screened from roads and adjacent property owners.

5. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the west twenty feet and each side ten feet of every lot. Within these easements, no structure, planting or material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easements are on 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. Declarant reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

6. **WAIVER OF VIOLATION:** Declarant may waive any violation of these restrictive covenants by appropriate instrument in writing recorded in the office of the Register of Deeds of Durham County.

7. **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 usual and common household pets may be kept in reasonable number provided they are not kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times, whenever they are outside the confines of a house or a fenced lot, be under the direct control of a responsible person.

8. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot or any portion of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No portion of the Property will be used for the storage of any property in an unclean or untidy condition or that will be obnoxious to the eye. Each owner shall be responsible for preventing any unclean, unhealthy, unsightly or unkempt condition on his or her lot. No lot shall be permitted to accumulate trash, garbage or rubbish. Such material shall be collected in sanitary containers screened from view of any street or adjacent property, and shall be regularly disposed of by the property owner.

9. 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.

10. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

12. AMENDMENT: These restrictive covenants may be amended in whole or in part by an instrument signed by not less than the owners of both of the lots. To be effective, any amendment of these covenants must be recorded in the Office of the Register of Deeds of Durham County, North Carolina.

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

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be signed on the day and year written below.

This the 22<sup>nd</sup> day of December, 2001.

Douglas Scott Dahms  
Douglas Scott Dahms

Kay Landrum Dahms  
Kay Landrum Dahms

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, a Notary Public of the State and County aforesaid, certify that Douglas ~~Scott~~ Dahms and Kay ~~Landrum~~ Dahms personally appeared before me this day and acknowledge the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 21<sup>st</sup> day of December, 2001

My commission expires: 9/20/03

Jessica J. Kelly  
Notary Public

