

PREPARED BY: Theron E. Mullinax, Jr., Attorney at Law

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS OF DUN-ROAMIN

THIS DECLARATION OF LIMITATIONS, RESTRICTIONS AND USES, made and entered into this the 8 day of March, 1991, by JOHN T. COATES and wife, JOYCE COATES, of the County of Henderson State of North Carolina;

W I T N E S S E T H:

WHEREAS, the undersigned JOHN T. COATES and wife, JOYCE COATES (hereinafter referred to as "Owners") are the Owners of several tracts of land located in Green River Township, Henderson County, North Carolina, and described in deed recorded in Deed Book 731, at Page 451 of the Henderson County Registry; and

WHEREAS, a portion of the real property described in above-mentioned deed has been divided into a residential subdivision known as DUN-ROAMIN, and the portion of property aforesaid is shown on plat which is duly recorded in Plat Cabinet _____, at Slide _____ of the record of plats of the Henderson County Registry. The Owners do reserve the right to file additional plats and add additional property to Dun-Roamin Subdivision and to subject the property shown on the plats to these restrictions.

WHEREAS, the Owners desire to subject the real property shown and described on the plats referred to above to the following Limitations, Restrictions and Uses which shall run with the land and be binding not only upon the undersigned Owners but upon all successors in title to said property;

NOW, THEREFORE, the Owners do hereby make the following Declarations as to Limitations, Restrictions and Uses to which the above-described tracts of land shall be subject:

1. All lots in DUN-ROAMIN shall be used solely for residential purposes. No improvements shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two (2) stories in height, exclusive of basement, either finished or unfinished, and a private garage for the use of those occupying said dwelling.

2. No commercial structure of any type shall be placed upon or constructed in the subdivision nor shall any lot be used for commercial purposes nor shall any owner operate any trade or business out of any dwelling located in the subdivision except as to those uses permitted by Paragraph Numbers 33 and 34 of these Restrictions.

3. 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.

4. No trailer, coach house, carriage house, mobile home, tent, shack or garage or other outbuilding erected on the above-described tracts or any lot therein shall be at any time used as a residence, temporarily or permanently, nor shall any residence be moved onto a building lot in the subdivision.

5. No building shall have exposed cement or cinder block on the exterior, and no building shall have siding of asbestos shingles, nor shall there be any metal roofing except soldered copper. There shall be no prefabricated building placed upon any of the property within the subdivision except prefabricated components of buildings, such as window units, door units, roof trusses, cabinet units or wall sections, which shall be permitted. A construction office for storage of material shall be allowed while construction and development is underway. Any exterior wall of concrete blocks, cinder blocks or such similar block construction shall be veneered with brick, rock, wood or stuccoed.

6. Carports cannot under any circumstances be entered from the front. All carports must be side-entered and have a wall obstructing the cars on the road side. It is further the intention of these Covenants to restrict all garages from being front entering unless, due to topography and grade, a hardship is placed on the lot. In this case, written permission for front-entering garages must be obtained from the Owners before being constructed on the lot. All driveways to lots shall be paved with asphalt or hard surfaced with concrete.

7. All residences shall be set back at least sixty (60) feet from the center line of the street or road on which the residence fronts. Each residence shall be set back at least thirty-five (35) feet from the rear property line and twenty (20) feet from the side property line of each lot.

8. No billboard or signboard (except one suitable sign for identification or sale of the site) shall be maintained on any lot. All "for sale" signs shall not exceed nine (9) square feet, except the Owners for the purpose of advertising sales in the subdivision, may place a large sign at the entrance of the subdivision in the vicinity of Lot 1.

9. No privies, outdoor toilets or outdoor lavatories shall be permitted. All sewage systems shall be connected to a city sewage system or otherwise to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the North Carolina State Board of Health and approved and installed under the supervision of the Henderson County Board of Health.

10. No lot or premises shall be used or occupied so as to injuriously affect the use, occupation or value of any adjoining premises for residential purposes.

11. No horse, cow, hog, goat or similar animals nor any chickens, turkeys or other poultry shall be kept or maintained anywhere in the subdivision. Ducks and geese shall be allowed on the common areas and ponds. Dogs and cats will be allowed provided they are confined on the premises, either by leash or within such fenced-in areas as are permitted under these Restrictive Covenants.

12. The ground floor area of any single story residence, exclusive of garage, carport, unenclosed porches and patios, shall contain a minimum of eighteen hundred (1,800) square feet of living area. A two-story house may have a minimum of twelve hundred (1,200) square feet of living area on the ground floor, but the total living area in the house must be a minimum of two thousand (2,000) square feet. If the house is a one-story house with a finished basement, the main floor shall have a minimum of fifteen hundred (1,500) square feet of living area and the lower level or basement shall have at least seven hundred fifty (750) square feet of heated and finished area.

13. No front fencing of any kind, except split rail, shall be permitted upon any lot. Any fences constructed upon any lot shall be constructed of suitable material, such as wood, rock or metal and shall be approved by the Owners as to appearance, materials and size, and is to be in the rear of the house area (split railing may be used in the front of the house area).

14. No lot shall be used or maintained as a dumping ground or pit for rubbish, trash or garbage. All such waste shall be kept in sanitary containers until disposed of. All equipment used for the storage of such waste shall be kept in a clean and sanitary condition not visible from the road.

15. No lot shall be subdivided or its boundary lines relocated for any purpose other than to merge an additional lot or part thereof so as to create a lot larger than the original lot. ~~No subdivision or boundary relocation shall be made without the~~ written approval of the Owners except, however, the Owners hereby expressly reserve unto themselves, their successors or assigns, the right to re-plat any lot or lots shown on the plats prior to the conveyance thereof in order to create a modified lot or lots. These restrictions herein shall apply to each lot or lots which may be so created.

16. All plans for the construction of any improvement on any lot, including elevations and specifications, shall be submitted to the Owners, their agents or their successors, for approval before construction is commenced. Refusal or approval of plans, specifications or location of any structure may be based on any grounds, including purely aesthetic considerations, which at the sole discretion of the Owners shall be deemed sufficient. Any

contractor, prior to performing any work within DUN-ROAMIN, must be approved by the Owners.

17. Easements five (5) feet wide are reserved along the side lot lines and ten (10) feet wide along the rear and front lot lines for the installation and maintenance of telephone lines, electric lines, water lines, gas lines and other public utilities, and for drainage facilities. Provided, however, that where two (2) or more adjoining lots are owned by the same person or persons, no such easements are reserved along the interior lot lines.

18. Rights of way fifty (50) feet wide (measured 25 feet on either side of the center line) are reserved for major streets or roads in the subdivision. No other easement, rights of way or rights of access shall be conveyed, granted or in any other way given to any person, firm or corporation through, over or upon any lot in this subdivision, except with the written permission of the Owners, their successors or assigns.

19. No roadways to access lots can be made except from subdivision rights of way as shown on plats of Subdivision that no property or lot may be accessed directly from state roads.

20. A satellite receiving station will be permitted to be placed on the lots if properly screened so as not to be visible from any road or adjoining lots. Written permission to install any such system must be obtained from the Owners.

21. All play equipment shall be placed so that it is not visible from any street. Tree houses are considered structures requiring full approval by the Owners.

22. Log cabins and log homes are not permitted to be constructed upon any lot. *unless approved by The Owners.*

23. The exterior of all houses and other structures, as well as site work and landscaping, must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the lot owner due to strikes, fire, national emergency or natural calamities. Residential units may not be occupied until the exterior thereof has been completed.

24. No trees measuring twelve (12) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Owners unless located within fifteen (15) feet of a building or within the right-of-way of driveways and walkways. Excepted herefrom shall be damaged trees or trees which must be removed because of any emergency. Should a lot owner remove a tree or vegetation as herein provided without the above-described written approval, said lot owner shall be liable for liquidated damages to the Owners in the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per tree or other plant removed.

See Amendment
See Amendment

25. All utilities, wires, cables, antennae and the like of any kind (such as telephone, electrical, television, radio and Citizens Band radios) must be placed underground. Television antennae shall not be openly exposed on or about any structure placed on the property, except the residence. No fuel tanks or similar storage receptacle may be exposed to view, and may be installed only within the main dwelling house, within an enclosed garage, or buried underground.

26. No disabled or abandoned vehicles shall be permitted on any lot nor shall major repairs be permitted upon any vehicle parked upon any lot.

27. No owner of property adjoining any lake shall be permitted to place a dock or boathouse upon the lake adjoining their property.

28. All owners of lots in the subdivision shall automatically become members of the DUN-ROAMIN PROPERTY OWNERS ASSOCIATION, which association shall be the property owners of the common areas and lakes within the subdivision. The owners of each lot together with their guests and/or tenants shall have the right to the use of all common areas and lakes within the subdivision, the administration which shall be established by the By-laws and Rules of the DUN-ROAMIN PROPERTY OWNERS ASSOCIATION. All lot owners agree to abide by said By-laws and Rules promulgated by the Association.

29. Until such time as the subdivision roads and/or rights of way are taken over by the State of North Carolina for road maintenance purposes, each owner shall be responsible for an equal share of the costs for maintaining all roads within the subdivision to State specifications. This shall apply to all roads as set out on those plats of the subdivision hereinabove described.

To determine the share assessed against each property owner or owners, the total maintenance costs or repair costs of any of the subdivision roads or common areas shall be divided by the number of platted lots of DUN-ROAMIN in existence at the time the maintenance or repair expenditure is incurred. Each property owner or owners shall be responsible for one equal share per lot owned, notwithstanding the location of the road or common area involved.

30. All roof stacks and plumbing vents shall be placed on the portion of the family dwelling unit roof facing away from the front lot line.

31. All window air conditioning units must be screened from roads and also from neighboring lots. All compressor units shall be ground mounted. Compressor units shall be screened by approved fencing or planting.

32. All mailboxes in the subdivision shall be approved by the Property Owners Association and the Saluda Post Office as to overall size and placement.

33. Until such time as all lots in the subdivision are sold, the Owners shall have the right to maintain a sales office upon any of the subdivision lots which remain unsold.

34. The Owners hereby reserve the right to construct a maintenance building for the storage of equipment upon an area of the subdivision presently reserved for future development. This maintenance building will be a separate detached building and will be properly constructed with material compatible with the improvements in the subdivision.

35. These Covenants shall run with the land and shall be binding on all parties and all persons claiming under the Owners 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 each unless an instrument signed by a majority of the then owners of the lots in the subdivision is recorded agreeing to change said Covenants in full or in part. These Covenants may be amended at any time provided said amendments are agreed to and adopted by a majority of the lot owners (the owner or owners of each lot to be entitled to one vote per lot).

36. The Owners reserve the right to grant minor set back lines in the location and facing of the dwellings and of garages in individual cases and where this may be justified because of the topography of the ground or for any other valid reason.

37. It shall be lawful not only for the undersigned Owners and their successors and assigns, but also for any present and future owner or owners of any lot or lots coming out of the above-described tracts of land who have derived or who shall hereafter derive title from or through the undersigned, either individually or through the DUN-ROAMIN PROPERTY OWNERS ASSOCIATION, to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate the foregoing Restrictions, Uses and Limitations.

38. ~~Invalidation of any of these Covenants by Judgment or Court Order shall not affect the validity of any of the other provisions set out which shall remain in full force and effect.~~

~~The undersigned Owners do hereby declare that the advantages accruing to their property from the Covenants and Restrictions set out herein constitute good and valuable consideration for the execution of this instrument.~~

IN WITNESS WHEREOF, the undersigned Owners have hereunto set their hands and seals the day and year first above written.

John T. Coates, III (SEAL)
JOHN T. COATES

Joyce Coates (SEAL)
JOYCE COATES

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Carral S. Bunkin, a Notary Public in and for the above County and State, do hereby certify that JOHN T. COATES and wife, JOYCE COATES, personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument.

WITNESS my hand and notarial seal, this the 5th day of March, 1991.

(Affix Seal)

Carral S. Bunkin
Notary Public
Commission Expires: 8-24-94

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO THE
RESTRICTIVE COVENANTS OF
DUN-ROAMIN

COMES NOW, JOHN T. COATES, III AND WIFE, JOYCE COATES of Henderson County, North Carolina who are the owners and developers of several tracts of land located in Green River Township, Henderson County, North Carolina that are described in deed found in Deed Book 731 at Page 451 of the Henderson County Registry, and said owners and developers have subjected the property described in Deed Book 731 at Page 451 to restrictive covenants by virtue of document of record in Deed Book 777 at Page 357 of the Records of the Henderson County Registry. Item 35 of said previously recorded restrictive covenants authorizes an amendment to the covenants provided the amendments are adopted by a majority of the lot owners within the subdivision.

John T. Coates and wife, Joyce Coates own a majority of the lots within the subdivision; and do agree to the following amendments to the restrictive covenants which shall become effective upon recordation in the Office of the Registry for Henderson County, North Carolina.

Item 20 shall be amended to add the following language: A satellite receiving station of eighteen inches (18') of less in diameter shall be permitted to be placed upon the family dwelling unit.

Item 22 shall be amended by removing the current item 22 and replacing same with the following language: Log Homes may be permitted to be constructed upon any lot, but only after the plans have been submitted to the owners and written permission in the sole discretion of the developers has been provided to the owners of the lot requesting permission to construct a log home.

Except as amended hereto all of the previous conditions and covenants contained in Deed Book 777 at Page 357 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument this the 21st day of September, 2001.

 (SEAL)
John T. Coates, III

 (SEAL)
Joyce Coates

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Angela McConnell, a Notary Public in and for the above County and State, do hereby certify that John T. Coates, III and wife, Joyce Coates, personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument.

WITNESS my hand and notarial seal, this the 21st day of September, 2001.

(Affix Seal)


Notary Public
Commission Expires: 02-19-02

