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PREPARED BY AND HOLD FOR: WARREN, PERRY, ANTHONY & COOK
NORTH CAROLINA
WAKE COUNTY

FIRST AMENDED
PROTECTIVE COVENANTS
COLONY RIDGE SUBDIVISION

THIS FIRST AMENDED DECLARATION OF PROTECTIVE COVENANTS made
this 11th day of January 1996, by MARGARET HAYWOOD, hereinafter
called OWNER, of Wake County, North Carolina;

WITNESSETH:

WHEREAS, OWNER is the owner of the real property described
below which was subjected to Protective Covenants by Declaration
recorded in Book 1031, Page 90, Franklin County Registry, and

WHEREAS, OWNER desires to amend the Protective Covenants to
read as follows:

NOW, THEREFORE, OWNER hereby declares that the following
described real property located in Youngsville Township, Franklin
County, North Carolina is and shall be held, transferred, sold and
conveyed subject to these Amended Protective Covenants as
hereinafter set forth. This real property is described as follows:

Being all of Lots 1 through 46 of Colony Ridge as shown on
that plat recorded in Book of Maps 1995, Page 368-369 Franklin
County Registry.

All lots will be used for residential purposes only, and each
lot shall constitute a building site. No dwelling shall be
erected, altered, placed or permitted to remain on any building
site other than one detached, single family dwelling not to exceed
two and one half stories in height and an attached garage for not
more than two cars. More than one lot may be used as one building
site if approved in writing by Owner, or such other person

designated by Owner.

All single floor dwellings shall have a heated, enclosed ground floor area of at least 1200 square feet with a one car garage or 1400 square feet without a garage, not including basements, porches, screened porches, garages, carports or stoops.

All split level or multi-level dwellings (not including two story dwellings) shall have a heated area of at least 1400 square feet, not including basements, porches, screened porches, garages, carports or stoops.

Dwellings of two stories must have a heated, enclosed floor area of at least 1400 square feet, not including basements, porches, screened porches, garages, carports or stoops.

No dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right of way) than 50 feet, and no dwelling shall be located less than 15 feet from any side property line, or less than 15 feet from any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, PROVIDED, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site.

No dwelling shall be built on or placed on any building site having a width of less than 100 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having less than 40,000 square feet except that a dwelling may be erected on all building sites as shown on said recorded plat regardless of width at minimum building setback line

or area in square feet.

No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a residence if there is not client or customer traffic to the office. No ham radio towers or satellite dishes in excess of 24 inches in width shall be permitted on any lot at any time. Satellite dishes under 24 inches in width shall be permitted only with prior approval of the Owner.

No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any building site any time as a residence, either temporarily or permanently. No trailer or mobile home shall be placed on any building site covered by these covenants.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless these are in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction or flow of drainage channels in the easements.

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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. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

In the event that a dwelling does not meet proper set back lines in these restrictive covenants, such violation may be waived by the execution and recording of a waiver signed by Owner. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other lot owners.

No lot or portion shall be dedicated or used for a public street.

No lot in the subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner from splitting a lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot smaller, so long as the smaller lot has at least 40,000 square feet in area.

Adequate off street parking shall be provided by the owner of

each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision. All boats, travel trailers and campers shall be kept behind the owners' residence.

All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not be visible.

Owner reserves the right to subject the real property in this subdivision to a contract with Wake Electric Membership Corporation for the installation of street lighting, which requires a continuing monthly payment to Wake Electric Membership Corporation by each residential customer. The monthly payment due to WEMC shall be prorated between the lot owners with each lot owner paying 1/46th of the total bill for each lot he or she owns.

In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence, outside lighting, screen planting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by Owner, or by such other persons designated by Owner. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have

been submitted to him, or in any event, if no suit to enjoin the erection of such building has been instituted within thirty days of commencement of construction, such approval will not be required, and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plat plan showing location of house, specifications, and design of driveway. A sketch plan showing approximate locations and design will be acceptable.

The owner of any building site containing an approved dwelling may erect outbuildings thereon provided that he first submits plans and site locations for such out buildings to Owner, or to such persons designated by Owner, or designated otherwise as set forth in preceding paragraph. Such plans shall be approved, or shall be deemed to have been approved as provided in the preceding paragraph.

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

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

IN WITNESS WHEREOF, OWNER has hereunto set her hand and seal, this the 16th day of January 1996.

Margaret Haywood
MARGARET HAYWOOD

NORTH CAROLINA

WAKE COUNTY

 I, a Notary Public of the aforesaid County and State, do certify that MARGARET HAYWOOD, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 16th day of January 1996.
My Commission Expires: 8/2/2000 Kathryn S. Drake
NOTARY PUBLIC

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Kathryn S. Drake, a

is/are certified to be correct.

Notar(y) (ies) Public,

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 1033, Page(s) 883-889

This 17th day of JANUARY, A.D. 19 96, at 9:30 o'clock A. M.

MARTHA D. SHEARIN, REGISTER OF DEEDS

By: Caroline S. Coody
Deputy Register of Deeds