

Book Page
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43

- No failure or neglect on the part of any owner of the land embraced in said New Castle Subdivision to demand or insist upon the observance of any such provisions, requirements or restrictions or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation or operate as an estoppel to restrain a continuance thereof; but any such provisions, requirements or restrictions may be enforced at any time notwithstanding violations thereof may have been suffered or permitted at some prior time. Nor shall a waiver of any such provisions, requirements or restrictions in any particular be deemed a waiver of any other default, whether of the same or of a different nature.
3. No animals of any kind shall be kept on any lot except those household animals normally found in a residential neighborhood. Any pens or housing used by the animals shall be regularly cleaned. Approved animals shall be penned or on a leash and shall not be allowed to roam. There shall be no commercial raising of animals. No more than three (3) pets shall be allowed per household. In addition, one pony shall be allowed on lots 1.5 acre or more.
 4. No junked or disabled automobiles shall be allowed to remain on any lot.
 5. Each lot owner shall keep their lot free of tall grass, undergrowth, dead trees, trash, and rubbish. Each lot shall be maintained so as to present a neat appearance.
 6. All garbage shall be stored in receptacles which are picked up and disposed of weekly. Receptacles shall be placed out of sight of the subdivision street and shall be screened.
 7. All lots shall be used for single family residential purposes exclusively. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the property owners in the subdivision. No motorbikes, go-carts, or three or four wheel recreational vehicles shall be operated on lots in the subdivision or on any street in the subdivision. Any other type of motor vehicle or machinery that is excessively loud is also prohibited.
 8. No incomplete structure, outbuilding, tent or camper unit shall be used as a residence on these lots, either temporarily or permanently.
 9. Declarant reserves the right to subject the real property in this subdivision to a contract with Wake Electric Membership Corp. for the installation of underground electric cable and/or the installation of street lighting, either or both of which may require a continuing monthly payment to Wake Electric Membership Corp. by the owner or owners of each lot, and the liability of each owner shall be computed on a prorata basis.
 10. All dwellings, mobile homes, driveways, buildings, mailboxes, driveway pipe and fencing must be approved by the Declarant or assign, prior to being placed on the lot. All mobile units must have a foundation of a material and color approved by the