

BK 1197PG0279

LINDA H. STONE, REGISTER OF DEEDS
FRANKLIN COUNTY, NC

Prepared by and hold for:
James S. Warren, Attorney
Kathryn S. Drake, Attorney
Warren, Perry & Anthony, P.L.L.C.
Post Office Box 1187
Wake Forest, NC 27588-1187

FILED: FOR REGISTRATION
DATE: December 19, 2000
TIME: 3:35 P.M.
BOOK: 1197
PAGE: 279-289

NORTH CAROLINA
WAKE COUNTY

DECLARATION OF PROTECTIVE COVENANTS
FOR ABERDEEN SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, made this 18th day of December, 2000 by ABERDEEN, LLC, hereinafter called "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the Owner of the real property described in Article I, and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall apply to and bind the successors in interest of any owner thereof.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Declarant declares that the real property described in Article I and such additions thereto as may hereinafter be made, is and shall be held, transferred, sold, and conveyed subject to the protective covenants stated herein, which shall run with the land and be binding on all persons claiming under and through the Declarant.

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth in the Articles of this declaration is located in the Youngsville Township, Franklin County, North Carolina, and is more particularly described as follows:

Being all of lots 1 through 4, and 26 through 46 as shown on that plat entitled "Aberdeen - Phase I" recorded in Book of Maps 2000, Page 334, Franklin County Registry.

No property other than that described above shall be deemed

to be subject to these covenants until specifically made subject thereto by a written declaration, Declarant may from time to time subject additional real property to these covenants.

The real property described in Article I hereof is subjected to the Protective Covenants hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures or structures built of improper or unsuitable materials; to prevent haphazard and inharmonious improvement on lots; to secure and maintain proper setbacks from streets and spaces between structures and in general to provide adequately for quality improvements on said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

ARCHITECTURAL CONTROL

No building, wall, fence, swimming pool, or other improvement shall be commenced, erected, or maintained upon the Common Properties or elsewhere for the common benefit of the Properties, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by an architectural committee composed of three (3) or more representatives appointed by the Declarant. So long as Declarant owns at least one lot in the subdivision, it shall appoint any successive members to the committee. At such time as Declarant shall no longer own a lot in the subdivision, the committee shall

thereafter appoint their successors.

In the event the Architectural Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Upon request, the Architectural Committee, shall provide any owner with a letter stating that any such work, plans and specifications, landscaping or plantings have been approved and the letter may be relied upon by third parties.

Disapproval by the Architectural Committee of such plans, location or specifications may be based upon any grounds, including purely aesthetic and environmental, which in the sole discretion of the Committee, it shall deem sufficient. The Architectural Committee shall be responsible for any defects in the plans and specifications submitted to it or in any structure erected or improvements made according to such plans and specifications.

The Architectural Committee, or its appointed agent, shall have the right, at their election, but shall not be so required, to enter upon any of the lots during site preparation or construction, erection, or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications utilizing approved methods and good quality materials.

The Architectural Committee shall have the power to grant, and may allow, variances of and adjustments of the building restrictions established herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the restrictions contained herein; provided, however, that no variance is permitted from the square footage requirements set out herein, and that all variances or adjustments are done in conformity with the intent and purposes hereof; and provided also, that in every instance such variance or adjustment will not be

materially detrimental or injurious to other lots in the immediate neighborhood. Variances and adjustments may be of the height, size and setback requirements, but shall not be limited thereto.

ARTICLE III

BUILDING RESTRICTIONS

1) Square Footage

All dwellings must contain a minimum enclosed dwelling area of 1,600 square feet for one story homes, 1,800 square feet for split level homes and 2,000 square feet for multi level homes and unless a variance is granted therefor as provided herein shall have at a minimum an enclosed side loaded one (1) car garage attached to the main dwelling. The term "enclosed dwelling area" as used in the Section shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, that the term specifically does not include garages, terraces, open porches, decks, stoops and like areas regardless of heating and cooling.

2) Setback Lines

No dwelling shall be constructed nearer than fifty (50) feet to the front lot line, twenty (20) feet from any side lot line or fifty (50) feet from the rear lot line. On corner lots the structure may be no less than twenty (20) feet from the designated side street lines. This restriction shall prevail over any lesser governmental setback standard. Variances of these setback requirements may be granted pursuant to Article VII hereof, but in no case will the setback be less than that required by the governmental agency having jurisdiction over the lots. 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.

3) Building Height and Accessory Buildings

No building shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling not to exceed three stories in height and an attached

private garage for no more than three cars and such other buildings as set out below. Stated height requirements do not include basements. The Architectural Committee may approve accessory buildings provided they do not overcrowd the site. More than one lot may be used as one building site if approved in writing by the Declarant or the Architectural Committee. Once a building permit is issued to a lot owner or builder, construction must be completed within one year of issuance. Accessory buildings may not be constructed prior to construction of the residence. All garages must be attached to the main dwelling unless the Architectural Committee approves a detached garage in writing in advance. These requirements may be waived by the Architectural Committee.

4) Multi-Family Use Prohibited

No multiplex residence or apartment house shall be erected or placed on, or allowed to occupy, any lot, and no dwelling once approved and constructed shall be altered or converted into a multiplex residence or apartment house.

5) Trash Receptacles

Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground receptacles or similar facilities.

6) Driveways

Each residential structure shall have a concrete driveway extending to the dwelling, a minimum of 35 feet in length. It shall be a minimum of 16 feet wide at the street and may narrow down to no less than 10 feet. All driveways from the street to each house shall be hard surfaced (brick, concrete, asphalt, turf stone pavers or other material approved in writing by the Architectural Committee). This approval may be waived by the Architectural Committee under unusual circumstances

7) Exterior finish

Exterior siding material must be stone, brick, veneer, stucco, wood, hardboard, aluminum, vinyl, masonite or hardi-plank.

Chimneys must be brick, masonry or stone with a foundation.

8) Fences

No fence, wall, hedge, or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the back of the dwelling located on the lot, unless approved by the Declarant or the Architectural Committee. The type, style and location of all fences must be approved in advance by the Architectural Committee. Fences must be dark green or black vinyl coated chain link or wood.

9) Out Buildings, Temporary Structures, Trailers, etc.

No trailer, tent, mobile home, modular home, or any structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or storage units used by a contractor during the construction of a dwelling, garage or accessory building, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or be permitted to remain on any lot after completion of construction. Outbuildings such as shops, garages and storage buildings must be approved by the Architectural Committee and must match the architectural style of the main buildings to maintain continuity of development and are limited to one outbuilding per lot with a maximum square footage of 250 square feet. Such structures must comply with all applicable Wake County regulations.

10) Variances

The Architectural Committee shall be empowered with the right to grant, in writing, variances to the requirements imposed in this Article where unintentional errors occur or topographical conditions exist that would result in a minor violation of such restriction. Violations not in excess of twenty (20) percent of the minimum requirements shall be deemed minor.

ARTICLE IVUSE RESTRICTIONS

1) Use of Properties

No Lot shall be used except for single family residential purposes and uses ancillary thereof.

2) Quiet Enjoyment

No obnoxious or offensive activity shall be allowed upon any Lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive, or unlawful use shall be made of any lot, or any part thereof. All laws, orders, rules, regulations, ordinances, or requirements of any governmental agency having jurisdiction thereof, relating to any lot shall be complied with, by and at the sole expense of the lot owner. No hazardous chemicals or elements shall be stored on any lot.

3) Signs

No lot owner may display, or cause, or allow to be displayed to public view any sign, placard, poster, billboard, or identifying name or number upon any lot, except as allowed by local governmental authority; provided, however, that the Declarant and any lot owner or their respective agents, may place "For Sale" signs on any lots for sale. Such permitted signs shall be placed in the approximate center of a lot and six feet from the edge of the pavement and shall be no larger than six square feet. No sign shall be nailed to trees.

4) Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Any animal house or pen must be kept clean and maintained regularly and shall not become an eyesore to its subject surroundings. All pet owners will responsible for their animals and will insure that they are not a nuisance to other lot owners.

5) Trash

No Lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6) Parking

Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles owned by the 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, campers, travel trailers shall be kept behind or to the side of the owners' residence and screened from the street if not enclosed in a garage or outbuilding. No inoperable or unlicensed motor vehicles shall be parked on any Lot or dedicated subdivision street.

7) Fuel Tanks

No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or within a screened area, or buried underground.

8) Delivery Receptacle

No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any lot unless and until the size, location, design and type of material for the receptacle shall have been approved by the Architectural Committee. All mailboxes must be enclosed in wooden, brick or other approved cover. No plain metal mailboxes will be allowed.

9) Business

No industry, business trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any lot, except that the Declarant or its agents may use any unsold lots for sales or display purposes

and reserve the right to approve home offices on other lots.

10) Subdividing; Deviation from recorded plat

No lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Architectural Committee. No lot or portion thereof shall be dedicated or used for a public street, private road or easement for ingress or egress except as shown on the recorded plat or as required by the North Carolina Department of Transportation.

Antennae

11) Construction Limitations

During construction, all vehicles involved, including those delivering supplies, must enter the lot on a driveway only as approved by the Architectural Committee so as not to damage unnecessarily trees, street paving and curbs. During construction, builders must keep the homes, garages and building site clean and free of debris. All building debris, stumps, trees, etc., must be removed from each lot by the builder as often as necessary to keep the house and lot attractive. Such debris may not be dumped on any other lot.

12) Unsightly Growth

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels. All property owners shall maintain the shoulders of the private street adjacent to their lot frontage, which includes the installation of grass seed and fertilizer to maintain a good stand of sod, mowing and general maintenance of street trees and landscaping installed by the Declarant.

13) Independent Covenants

Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid, or

unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

ARTICLE V

GENERAL PROVISIONS

1) Duration and Amendments

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded.

2) Enforcement

Enforcement of these Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these Covenants, and failure by any Owner or the Declarant to enforce any Covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

3) Severability

Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, or unenforceable, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

ABERDEEN, LLC - Declarant

By: Dean Schlutler

Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that DEAN SCHLUCHTER personally came before me this day and acknowledged that he is manager of Aberdeen, LLC, and that authority duly given and as the act of the LLC, the foregoing instrument was signed in its name by him as its manager.

Witness my hand and official stamp or seal, this 18th of December, 2000.



Kathryn S. Drake
NOTARY PUBLIC

My commission expires 3/31/2005.

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

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

Notar(y) (ies) Public,

is/are certified to be correct.

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 1197, Page(s) 279-289

This 19th day of December, A.D., 2000, at 3:35 o'clock P.M.

Linda H. Stone REGISTER OF DEEDS

By Carolee Colby
Asst. Deputy Register of Deeds

Linda H. Stone