

WAKE COUNTY, NC 375
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/14/2006 AT 15:19:35

BOOK:011816 PAGE:00541 - 00549

Drawn by & HOLD FOR: J. Kenneth Edwards, Gwynn & Edwards, PA

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**RESTRICTIVE COVENANTS
FOR
LAKES OF ROLESVILLE**

THE WEISGERBER GROUP, INC., a North Carolina corporation (hereinafter "Declarant"), hereby declares that the real property described on **Exhibit A** attached hereto and made a part hereof (hereinafter the "Subdivision") is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall be appurtenant to and run with the land, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE.** All Lots shall be used for residential purposes; provided, however, Declarant or Declarant's assign and Adjoining Property Owner, may use any Lot within the Property as a temporary sales office and/or model home for the purposes of carrying on business related to the development, improvement and sale of lots and/or homes within the Property. The temporary sales office may be a trailer and shall not be required to have a foundation. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed two and one-half (2½) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Any out-building or detached garage shall be constructed of similar materials to that of the main dwelling. No metal out-buildings shall be allowed. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

2. **DWELLING SIZE.** As to Lots 1-40, inclusive, Lakes of Rolesville Subdivision, the minimum heated square footage of a dwelling, exclusive of open or screened porches, carports, garages and decks, may not be less than 2000 square feet for a one-story dwelling, less than 2400 square feet for a one and one-half story dwelling and less than 2600 square feet for a two-story or two and one-half story dwelling.

3. **BUILDING SETBACKS; HOUSE LOCATION.** No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plats of the Subdivision or as otherwise required or permitted by the Wake County zoning ordinances and regulations (the "Zoning Ordinance"). For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the Zoning Ordinance as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

4. **FENCES.** No fence or wall shall be erected on any Lot closer to any side street than the side building setback line. No fence or wall shall be erected any closer than ten (10) feet from a front corner of the dwelling. Chain-link fencing is not permitted. Any fence or wall installed within the Subdivision must meet all requirements of the Zoning Ordinance and must be approved as provided in Article VIII of the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges And Liens For Lakes of Rolesville Homeowners Association, Inc. (the "Declaration"), recorded in office of the Register of Deeds of Wake County, North Carolina. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots nor to any fence installed by the Declarant at any entrance to or along any street within the Subdivision.

5. **TEMPORARY STRUCTURES.** No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. **PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES.** Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have a concrete surface.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), tractor trailer trucks or cabs, or commercial vehicle of any kind shall be parked on any street or any Lot within the Subdivision. No boat or boat trailer shall be parked anywhere within the Subdivision, but boats and boat trailers may be stored out of sight within a garage.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the Subdivision or the Common Area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. In no event shall any dwelling have more than three dogs and/or three cats.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Wake County zoning ordinances and regulations.

9. SIGNS. Except as otherwise required by Wake County, no sign of any kind shall be displayed to the public view on any Lot except signs used to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. However, a satellite antenna receiver or disc will be permitted on a Lot if: (i) the receiver or disc is not larger than two feet (2') in diameter; (ii) the receiver or disc is located on the side of the house away from the street and within the building set back lines applicable to that Lot; and (iii) the receiver or disc is located or screened in such a way that it cannot be seen from any street within the Subdivision. Any such screening must be approved as provided in Article VIII of the Declaration. In no event shall any free-standing transmission or receiving tower be permitted on any Lot.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision, except that small, inflatable wading pools shall be permitted.

12. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Article VIII of the Declaration.

13. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep their Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

14. CLOTHESLINES. No exterior clothesline may be erected or maintained on any Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot unless approved by the Wake County Health Department. No well shall be installed, used or maintained on any Lot except as may be necessary for human domestic water consumption or as shall be approved by the architectural committee. Lots which are serviced by the community water system shall not install or use wells for human domestic water consumption.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval required by Article VIII of the Declaration. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by Wake County.

18. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

19. EASEMENTS. Easements for the installation, maintenance and repair of sanitary sewer and storm water drainage facilities are reserved as shown on the recorded plats. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant and Adjoining Property Owner reserve the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by

the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten-foot (10') right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five-foot (5') right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

Easements are also reserved for the benefit of the Declarant, Adjoining Property Owner, Lakes of Rolesville Homeowners Association, Inc. (the Association"), and Wake County (the "County"), and their respective successors and assigns, over, across and under those portions of the Lots shown and designated on the maps referred to in Exhibit A as "Drainage Easement", or any variation thereof, for the purpose of installing, operating and maintaining storm water drainage facilities thereon. No building, structure, fill, embankment, fence, driveway, planting, swing or other obstruction shall be permitted in such area, other than those installed by the Declarant, Adjoining Property Owner, the Association or the County, unless approved as provided in Article VIII of the Declaration and, if required, by the County.

Easements are also reserved for the benefit of the Declarant, Adjoining Property Owner and the Association, and their respective successors and assigns, over, across and under those portions of specified Lots shown and designated as "Sign & Landscape Easement." on the final subdivision maps recorded in the Wake County Registry, for the purpose of installing, operating, repairing and maintaining landscaping and subdivision entrance signage, landscaping and fencing in the easement area. No building, structure, fill, embankment, fence, driveway, planting, swing or other obstruction shall be permitted in such area, other than those installed by the Declarant, Adjoining Property Owner or the Association unless approved as provided in Article VIII of the Declaration and, if required, by the County.

The Declarant, Adjoining Property Owner, the Association and their successors and assigns shall at all times have the right of access upon such easements for the purpose of landscaping, planting, mowing, maintaining, repairing or replacing the easement area and the improvements thereon or for removing any object placed in the easement area in violation of the provisions of this Paragraph 19.

20. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded maps or plats, except by and with the written consent of the Declarant.

21. UNINTENTIONAL VIOLATIONS. Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated pursuant to Article VIII of the Declaration, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that no waiver may be granted for a violation in excess of twenty-five percent 25% of the applicable requirements. No such waiver

shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

22. STREET LIGHTING. Declarant and Adjoining Property Owner reserve the right to subject the Subdivision to a contract with Progress Energy ("Progress") for installation of street lighting, which contract requires a continuing monthly payment to Progress by each residential customer or the Homeowners Association.

23. ENFORCEMENT. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom. These covenants may also be enforced by the Association, pursuant to the Declaration and the Bylaws of the Association.

24. SEVERABILITY. Invalidity of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

25. TERM. These covenants shall run and bind the land and all owners thereof for a period of twenty-five (25) years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first five year period by the Declarant, without the approval or joinder of any other person. These covenants may also be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than eighty percent (80%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

26. LAKES OF ROLESVILLE HOMEOWNERS ASSOCIATION, INC. The owners of Lots within the Subdivision are Members of the Association and are subject to and bound by the Declaration, which provides additional restrictions on such Lots.

27. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by Wake County. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

28. OPEN SPACE. The Homeowners Association shall be responsible for the maintenance of Permanent Open Space. Permanent Open Space shall mean Common Area which shall be maintained for forestry or agricultural or active recreational uses or passive recreational uses. Permanent Open Space shall not include public or private roads within the property. The Permanent Open Space and the permitted uses thereon shall be designated on a plat or plats of Lakes of Rolesville Subdivision recorded or to be recorded in the office of the Wake County Register of Deeds. All Permanent Open Space may be subjected to easements for utilities, including sewer and waterlines, easements for ingress and egress as necessary for

installation, maintenance and repair of utilities, and may be subjected to easements for any encroachments arising from initial improvements. Since the property is located within a Wake County Water Supply Watershed, Permanent Open Space which is not designated on a recorded plat as being maintained for active recreational uses or passive recreational uses shall be retained in its vegetated or natural state subject to the availability of the owner of the Permanent Open Space to subject it to easements as provided within the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Lakes of Rolesville Homeowners Association, Inc..

29. DETACHED GARAGES. Detached garages may not exceed twenty-two (22) feet in width and thirty (30) feet in depth. All detached garages shall be constructed of the same materials used to construct the home on the Lot and shall be of the same general exterior appearance as the home on the subject Lot.

30. OUTSIDE RECREATIONAL EQUIPMENT. No portable basketball goals will be allowed. Permanent basketball goals will be allowed subject to architectural approval. Trampolines shall be allowed as long as the trampoline is screened and not visible from road ways within the community.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed under seal, as of the 24th day of JANUARY, 2006.

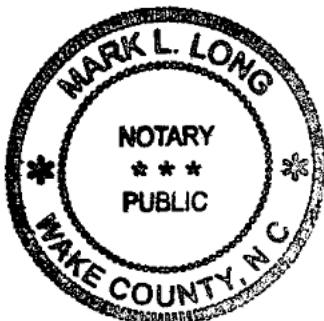
THE WEISGERBER GROUP, INC. (Seal)

By: JEFF GROTE
Jeff Grote, President

STATE OF NORTH CAROLINA __ COUNTY OF WAKE

I, MARK L. LONG, a Notary Public for said County and State, certify that Jeff Grote, President of **THE WEISGERBER GROUP, INC.**, a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of the Company.

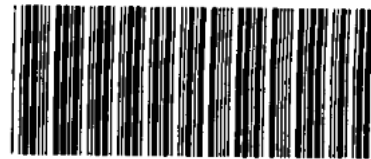
Witness my hand and official stamp or seal, this the 24th day of JANUARY, 2006.



Mark L. Long
Notary Public
My commission expires: 4-14-08

EXHIBIT A

BEING all of Lots 4-13, inclusive, Lots 33-36, inclusive, Phase 1, Lakes of Rolesville Cluster Subdivision, as shown on a map thereof recorded in Book of Maps 2006, Pages ~~326-327~~, Wake County Registry, to which plat reference is hereby made for a more particular description.



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**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina – Wake County

The foregoing certificate____ of _____

____ Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and