

WAKE COUNTY, NC 404
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REGISTER OF DEEDS
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NORTH CAROLINA
WAKE COUNTY

FIRST AMENDMENT AND RESTATEMENT OF
THE PROTECTIVE COVENANTS
WILLOW RUN SOUTH

THIS DECLARATION, made this the 28th day of November, 2012 by the lot owners of Willow Run South, names and signatures affixed hereto:

WITNESSETH:

WHEREAS the original Declarants and Mortgagees of Willow Run Subdivision prescribed that all property held, transferred, sold, or conveyed within Willow Run South Subdivision be subject to the protective covenants and restrictions contained in the PROTECTIVE COVENANTS, WILLOW RUN SOUTH dated November 20th, 1973 and recorded with the WAKE COUNTY REGISTER OF DEEDS, Book 2222 pages 56 through 64, and

WHEREAS, pursuant to Article 16 thereof, the majority of the current lot owners in Willow Run South Subdivision, the real property located as defined below, desire to amend the PROTECTIVE COVENANTS, WILLOW RUN SOUTH.

SUBJECT PROPERTY (Willow Run South Subdivision) AS ORIGINALLY DEFINED

BEGINNING at an iron pipe in southern right of way of S. R. 2016 (known as Newton Road), said beginning point being the northwestern corner of the M. F. Newton property: runs thence for a first call South -09 degrees 05 minutes 15 seconds West 405.23 feet along the property of M. F. Newton to an iron pin; thence along the northern line of Lake Forest Subdivision South 66 degrees 27 minute 45 seconds West 1695.46 feet to an iron pin; runs thence along the eastern line of property owned (now or formerly) by W. G. Mordecai North 26 degrees 13 minutes 00 seconds West 1112.58 feet to a point in the southern right of way of S. R. 2016: runs thence with the curve of the southern right of way line of said S. R. 2016 the following courses and distances: in the northeasterly direction along the arc of a curve having a radius of 746.63 feet, a distance of 31.4 feet to a point, North 68 degrees 01 minutes 28 seconds East 615.80 feet to a point, in a westerly direction along the arc of a curve having a radius of 543.92 feet a distance of 294.88 feet to a point, South 80 degrees 54 minutes 46 seconds East 608.69 feet to an iron pin, and South 80 degrees 54 minutes 45 seconds East 626.90 feet, the point and place of BEGINNING according to survey entitled "Willow Run South, Raleigh, North Carolina," dated

July 18, 1973 by Triangle Engineering Associates, Inc., which survey is recorded in the Book of Maps 1973, Page 410, Wake County Registry.

No additional land shall be deemed to be subjected to these particular protective covenants except by express written declaration to that effect.

DECLARATION OF PROTECTIVE COVENANTS

Whereas, the lot owners are 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 inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and owner thereof;

NOW, THEREFORE, the lot owners hereby declare that the real property described above is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

1. Preamble. The real estate described above and other lots in this subdivision now or hereafter made subject to similar protective covenants (herein after called Willow Run South) were developed by the Declarants and lot owners with the desire to establish a private, exclusive and harmonious community of people and homes, and the lot owners thereby reserve the authority to approve or disapprove architectural plans of proposed construction and the location of improvements on each lot as provided in paragraph 3 hereof.

2. Purpose. The real property above described is hereby made subject to the protective covenants and restrictions hereby declared for the purpose of insuring the best use and most appropriate development and improvement of each lot thereof; to protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of the property of each; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setbacks from streets, adequate free space between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

3. Permitted Construction. Each lot above described shall constitute a residential building site (hereinafter called "Building Site") and shall be used for residential purposes only. The lay of the lots as shown on the recorded plat shall be substantially adhered to, provided, however, with the prior written approval of the Architectural and Covenants Committee, hereinafter referred to, the size and shape of any building site may be altered provided that no building site or group of building sites may be re-subdivided so as to produce a greater number of building sites. More than one lot may be used as one building site provided the location of any structure permitted thereon is approved in writing by the Architectural and Covenants Committee referred to in Paragraph 4 hereof.

Except as provided in this paragraph, no structure 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 private garage for not more than three cars. No residential structure, which has a minimum area of less than 2,250 square feet of heated area for a two-story structure or a split-level structure and 2,000 square feet of heated area for a one-story structure, exclusive of porches, basements and garage, shall be erected or placed on any building site. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be constructed on any building site provided it is accompanied by the main dwelling referred to in the preceding sentence, which apartment may be occupied by full-time domestic help or caregivers employed at said main dwelling on the same building site or may be used as a guest house. Such apartment shall not be used otherwise, and in no event shall such apartment be rented. Such efficiency apartment may not be constructed unless said main dwelling has first been constructed or unless they are constructed at the same time.

4. Architectural and Covenants Committee. The lot owners shall appoint an architectural and covenants committee (herein called "the Architectural and Covenants Committee") which shall be responsible for providing review of proposed construction and improvement plans as further provided herein. The Architectural and Covenants Committee shall use its good faith efforts to resolve issues of concern between or among property owners related to these Protective Covenants and matters of property appearance. The Architectural and Covenants Committee shall be composed of not less than five (5) persons initially designated and appointed in a duly called meeting for that purpose of all lot owners held no less than annually. Members of such Architectural and Covenants Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

5. Property Improvement Standards and Approvals. No building, fence, mail box, outside lighting, newspaper box, or other improvements shall be erected, placed or altered on any building site until the building plans, specifications and plot plans showing the location of such improvements on the building site have been approved in writing as to conformity and harmony of external design and appearance, including paint colors and external materials, with existing structures in the area and as to location with respect to topography, finished ground elevation and neighboring structures by the Architectural and Covenants Committee. In the event the Architectural and Covenants Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted in writing to it, or in any event, if no legal action to enjoin the erection of such building or the making of such alterations has been commenced and communicated in writing prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. External materials referred to above, including without limitation wood, steel, manmade synthetics or resins, or otherwise, must provide a natural appearance (for example, the appearance of wood or the appearance of brick) in keeping with the objective of maintaining a consistent appearance throughout the subdivision.

6. Improvement boundaries (set-backs). Except with the prior written approval of the Architectural and Covenants Committee, no building of any kind, including garages, shall be located on any building site; less than 35 feet from any street, less than 15 feet from any side lot line, less than 40 feet from any rear lot line, or within 20 feet of the buffer zone as reflected on the aforementioned recorded plat. A fence, wall, hedge, or mass planting shall be permitted

to extend beyond the minimum building set-back line established herein, so long as it is in compliance with the set-back requirements of the City of Raleigh in effect at the time of such improvement.

With the approval of adjacent lot owners, The Architectural and Covenants Committee may grant variances of the set-back and side line requirements set forth in the preceding paragraph where such variances are deemed to not conflict with the objectives stated in provision 2 above. Any variance so granted must be provided in writing by the Architectural and Covenants Committee

7. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown 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 of flow of drainage, channels and easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained by the owner of the lot, except for the improvements for which the public authority or utility company is responsible.

The original Declarants, for themselves and their successors and assigns, do hereby reserve, and are given a perpetual easement, privilege and right for the benefit of all lot owners in Willow Run South, to the buffer zones as reflected on the aforementioned recorded map. Such areas have been reserved to insure the natural beauty of the outskirts of Willow Run South. Lot owners through which the buffer zone passes are restricted from altering the natural state or in any way defeating (including but not limited to using such areas as a direct access to Newton Road) the purpose of the Declarants in reserving such area.

8. Parking. Adequate off-street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner, and owners of building sites shall not park their automobiles on the streets in this subdivision. Vehicles shall be parked in only those areas that have been adequately improved (that is, a driveway or a parking pad) for parking. Vehicles not parked in such location must be adequately screened as defined below. School buses shall not be parked on the streets of this subdivision. No commercial vehicles, defined as those vehicles containing lettering, logos, storage compartments, racks, or other indicia that a vehicle is being used for commercial purposes, may be parked upon the premises except in a garage or a well-screened location. No boats or other watercraft, trailers, recreational vehicles of any kind, or motorized equipment (such as tractors, lawn maintenance equipment, ATV's, etc.) may be stored or regularly parked on the premises except in garages or well screened locations. A vehicle is deemed to be "well-screened" if it is located in an area so as not to be conspicuous and easily visible from the prevailing street side of the property.

9. Prohibited Activities. No business activity or trade which would result in an increase in traffic or necessitate frequent on street parking due to employees, customers or clients visiting in the subdivision shall be carried on upon any building site. 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 an annoyance or nuisance to the neighborhood. No signs or

billboards, other than temporary real estate or political signs, shall be erected or maintained on the premises unless approved in advance by the Architectural and Covenants Committee. No trade materials or inventories may be stored upon the premises unless in a fully enclosed structure. No animals or poultry of any kind (including chickens), other than common house pets, shall be kept or maintained in any part of said property.

10. Detached Structures. No trailer, basement (unless said basement is part of a residence erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any building site covered by these covenants, except as specifically permitted herein. Any detached outbuilding must be located so as not to be readily visible from the prevailing street side view of the property or be well screened by plantings or approved fencing.

11. General Appearance Standards. a) Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided in the opinion of the Architectural and Covenants Committee, then the Committee may have the required work done and the cost thus incurred shall be paid by the owner; b) trash recycling and yard waste containers should be stored so as not to be readily visible from the prevailing street side view of the property; c) 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 to be visible; and, d) exterior antennas, satellite receivers, solar panels, and like equipment must be located so as not to be readily visible from the prevailing street side view of the property.

12. Duration and Compliance. These amended and restated 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 (25) years from the date this First Amendment and Restatement to the Protective Covenants is recorded, after which time said covenants shall be automatically extended successive periods of ten (10) years unless an instrument signed by the owners representing the majority of building lots has been recorded agreeing to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property which is subject to these or substantially similar covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation. Any such action must commence within the time provided by N. C. General Statute 1-50(a)(3), currently six (6) years from the occurrence of the violation of a covenant provision herein.

13. Invalidity of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.