

NORTH CAROLINA
WAKE COUNTY

BOOK 2320 PAGE 680

PROTECTIVE COVENANTS
WEDGWOOD VILLAGE

KNOW ALL MEN BY THESE PRESENTS: That Wedgwood Village of Zebulon, Incorporated, of Wake County, North Carolina, being the owner of that area of land located in the Town of Zebulon, Little River Township, Wake County, North Carolina, designated as a portion of Wedgwood Village, Lots 35, 37, 40, 42, 80, 81, 82, 83, 84, and 85, a map of which is recorded in Book of Maps 1973, Volume III, Page 324, Wake County Registry, entitled "Property Survey of Wedgwood Subdivision, Section Three, Town of Zebulon, Wake County, North Carolina", do hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any of the area included within the lots hereinafter designated, that Lots 35, 37, 40, 42, 80, 81, 82, 83, 84, and 85, of Wedgwood Village, are hereby subjected to the following restrictions as to the use thereof running with said properties by whomsoever owned, to wit:

1. A building unit shall consist of a tract of land containing not less than .20 acre.
2. No building unit shall be used except for residential purposes, but nothing herein shall be construed to mean that a unit may not be converted into a street; except as hereinafter provided, no dwelling shall be erected, altered, placed, or permitted to remain on any building unit other than one detached single family dwelling, not to exceed three stories in height, and a private garage for not more than three cars.
3. No dwelling shall be permitted on any building unit which has a ground floor area of the main structure, exclusive of one-story open porches, carports and garages, of less than 1500 square feet for a one-story building, nor of less than 860 square feet for a dwelling of more than one story. Dwellings of more than one story shall have a total floor area of not less than 1700 square feet.

4. Except as otherwise provided hereafter, no building shall be located on any building unit nearer than 30 feet to the front line nor nearer than 20 feet to any side street line. No building shall be located nearer the unit line of an adjacent unit than 12 feet, except that no side yard shall be required for a garage or other permitted accessory building located 80 feet or more from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building unit to encroach upon another unit.

5. Easement 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. 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, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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 the owner of any lot shall acquire land adjacent to and in the rear of such lot, such lot owner may relocate the easement herein established over the rear line to conform to the increase in the size of his lot; provided, the alteration in drainage does not thereby adversely affect the drainage of any other lot or interfere with the rights of the owners of other property within the subdivision in services rendered by the easement herein created. Such relocated easement shall be the same width as the original easement.

6. No noxious or offensive activity shall be carried on upon any of the aforesaid designated property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of the aforesaid designated property at any time as a residence, either temporarily or permanently.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the aforesaid designated property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

9. None of the aforesaid designated property shall be used or maintained as dumping ground for rubbish or trash. Garbage and other waste shall be kept 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.

10. These covenants shall be binding on all parties and all persons claiming under them until January 1, 1993, on which date they shall automatically expire.

11. These covenants may be enforced by Wedgwood Village of Zebulon, Incorporated or the owner or owners of any of the aforesaid property by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages.

12. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Wake County Health

Department. Approval of such system as installed shall be obtained from such authority.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. No dwelling house or other house or structure shall be erected on any building unit until the plans and specifications with the proposed site therefor have been submitted to and approved by Wedgwood Village of Zebulon, Incorporated as to outward appearances and design and a written permit issued therefor in such form as Wedgwood Village of Zebulon, Incorporated shall in its discretion determine; provided, however, that if Wedgwood Village of Zebulon, Incorporated fails to approve or disapprove such plans and specifications within sixty (60) days after same have been submitted, such approval shall not be required; provided further, that Wedgwood Village of Zebulon, Incorporated may in its discretion, at any time release any lot or lots from the restrictions imposed by this paragraph. In addition to the lots specified in the first paragraph of this document, Lot 76 of Section Two, shown by map recorded in Book of Maps 1969, Volume 2, Page 232, and Lots 33, 34, 77, 78, and 79 of Section Three, shown by map recorded in Book of Maps 1973, Volume III, page 324; Wake County Registry, are hereby made

subject to the architectural control of Wedgwood Village of Zebulon, Incorporated specified and provided for in this Paragraph 15.

Whenever the provisions of this document and the provisions of the protective covenants recorded in Book 2183 at Page 171, Wake County Registry, are in conflict, the provisions of this document shall control, and to the extent that the provisions of this document are less restrictive than those recorded in Book 2183 at page 171, Wake County Registry, Wedgwood Village of Zebulon, Incorporated hereby releases the lots specified in the premises from said more restrictive provisions.

IN TESTIMONY WHEREOF, the said Wedgwood Village of Zebulon, Incorporated has caused this instrument to be signed in its corporate name by its president, its common corporate seal to be hereunto affixed, and attested by its secretary, all by order of its Board of Directors, this the 1st day of May, 1975.

WEDGWOOD VILLAGE OF ZEBULON,
INCORPORATED

ATTEST:

F. Leary Davis Jr.
Secretary

BY

W. Floyd Edwards
President

NORTH CAROLINA, WAKE COUNTY.

This is to certify that on the _____ day of _____, 1975, before me personally came W. Floyd Edwards, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President and F. Leary Davis, Jr. is the Secretary of Wedgwood Village of Zebulon, Incorporated, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President and that the said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation. Witness my hand and official seal, this the 1st day of May, 1975.

My commission expires:

1-27-76

Ann U. Liles
Notary Public

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate _____ of Ann U. Liles

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2320, Page 680

This 4th day of June, 1975, at 2:30 o'clock P.M.

B. B. MCKENZIE, JR. Register of Deeds.

Alvin G. Dean
ant Register of Deeds