

Mail To:
Box 515
Zebulon, NC 27597

BOOK 3512 PAGE 170

Drawn By: W. Thurston Debnam, Jr.

NORTH CAROLINA

WAKE COUNTY

PROTECTIVE COVENANTS

NORTH MANOR

RECORDED
WAKE COUNTY
JUL 9 3 49 PM '85

PRESENTED
FOR
REGISTRATION
JUL 9 3 49 PM '85

KNOW ALL MEN BY THESE PRESENTS: That Bobby L. Raybon and wife, Myrna J. Raybon, being the owners of that certain parcel of land located in Little River Township, Wake County, North Carolina designated as North Manor, as shown by map and survey recorded in Book of Maps 1985, Page 1113, Wake County Registry, do hereby agree and covenant with all persons, firms, or corporations now owning or hereafter acquiring any of the area included within the said parcel, that all lots shown on the aforesaid map are hereby subjected to the following restriction as to the use thereof, running with said property by whomsoever owned, to wit:

1. A building unit shall consist of a tract of land containing not less than 40,000 square feet; except where variance has been granted by Wake County. No building unit shown on said recorded map shall be subdivided.

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 1,500 square feet for a one-story dwelling nor of less than 750 square feet for a dwelling of more than one-story. Dwellings more than one-story shall have a total floor space of not less than 1500 square feet. Split-level units shall have a total floor space of 1800 square feet.

4. Except as otherwise provided hereafter, no building shall be located on any building unit nearer than 75 feet from the front line nor nearer than 35 feet to any side street line. No building unit shall be located nearer the unit line of an adjacent unit than 35 feet, except that no side yard shall be required for a garage or other permitted accessory building located 75 feet 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. Easements 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

300K 3512 PAGE 171

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 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 herin 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 foresaid 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. Except as provided for herein, 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. Building units containing at least 2 acres shall be allowed to keep one horse for noncommercial purposes plus an additional horse for each 2 acres in said building unit.

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 may be enforced by Bobby L. Raybon and wife, Myrna J. Raybon, 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.

11. These covenants shall be binding on all parties and all persons claiming under them until January 1, 2005 on which date they shall automatically expire.

12. Invalidation 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.

BOOK 3512 PAGE 172

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 until the plans and specification with the proposed site therefor have been submitted to and approved by Bobby L. Raybon or William E. Parrish, as to outward appearances and design and a written permit issued therefore in such form as the said owners or their agent, shall in their discretion determine; provided however, that if Bobby L. Raybon or William E. Parrish, fail 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 Bobby L. Raybon and wife, Myrna J. Raybon, may in their discretion, at any time release any lot or lots from restrictions imposed by this paragraph.

16. Fences shall not be allowed in the front yard of any building unit. All chain link fences visible from the roads shown on said recorded map are prohibited. All utility service lines serving dwelling units or accessory buildings shall be underground. No satellite dishes or other antennae shall be allowed in front yards.

17. Bobby L. Raybon and wife, Myrna J. Raybon, reserve the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by owner of each building.

18. Bobby L. Raybon and wife, Myrna J. Raybon, reserve the right to amend these restrictions from time to time as it may deem necessary.

IN TESTIMONY WHEREOF, the said Bobby L. Raybon and wife, Myrna J. Raybon have caused this instrument to be signed and sealed this the 8 day of July, 1985.

Bobby L. Raybon (SEAL)
BOBBY L. RAYBON

Myrna J. Raybon (SEAL)
MYRNA J. RAYBON

BOOK 3512 PAGE 173

NORTH CAROLINA

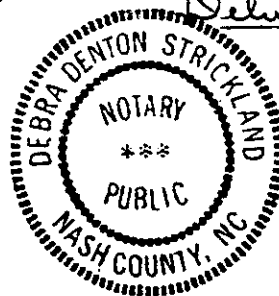
WAKE COUNTY

I, the undersigned Notary Public in and of said county and state aforesaid hereby certify that Bobby L. Raybon and wife, Myrna J. Raybon, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 8 day of July, 1985.

My Commission Expires:

1-17-87



Debra Denton Strickland
NOTARY PUBLIC

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of _____

Debra Denton Strickland

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 page shown on the first page hereof

KENNETH C. WILKINS, Register of Deeds

By

P. Anne Redd
Asst./Deputy Register of Deeds