

NORTH CAROLINA
WAKE COUNTY

GEORGE N. HAMRICK
ATTORNEY AT LAW
7048 HWY. 64 EAST - SUITE 200
KNIGHTDALE, NC 27545

PRESENTED
FOR
RESTRICTIVE COVENANTS FOR
PASTURE GATE LANE
96 JUL 29 PM 3:56

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KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

This Declaration is made and executed this 22nd day of JULY, 1996,
by Robert W. Jones and Durward B. Jones, Jr., Trustees Under the Will of Durward B. Jones, Sr.

WITNESSETH:

Robert W. Jones and Durward B. Jones, Jr., Trustees Under the Will of Durward B. Jones, Sr., the owner and developer of the lands hereinafter described, and herein referred to as "Declarant", desire to declare and place the restrictions hereinafter described and upon the development, improvement and use thereof.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, does hereby covenant and agree with all persons, firms and corporations who or which may acquire any interest in or title to any of the property hereinafter described, as an inducement to said property, that the property, and each and every lot, described below, is hereby made subject to the following restrictive covenants as to the development and improvement and use thereof, which by whomsoever owned. The real property to which these restrictive covenants shall be applicable being described as follows:

BEING all of Lots 1 and 2 of Pasture Gate Lane as depicted in Book of Maps 1996, Page 611, Wake County Registry.

ARTICLE I

The real property hereinabove described is subject to the protective covenants and restrictions 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, to insure the highest and best development of said property; to encourage and secure the erection of attractive houses thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

An Architectural Committee shall be composed of two persons designated and appointed by the Declarant or such person, firm or corporation to whom Declarant has expressly assigned this right. The initial Architectural Committee shall be comprised of Robert W. Jones and Durward B. Jones, Jr. When all lots in Pasture Gate Lane Subdivision have been sold by the Declarant, the initial Architectural Committee shall dissolve and the original members of said initial committee will have no further duties or responsibilities as a member of the Architectural Committee. Once the initial Architectural Committee is dissolved, the owners of the lots in the subdivision may, by a majority vote, form a permanent Architectural Committee to be comprised of three homeowners. The permanent Architectural Committee shall be granted the rights and responsibilities given to the initial Architectural Committee. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarant or its successors and the Architectural Committee.

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ARTICLE III

LAND USE AND BUILDING TYPE. Except as provided herein, no lot shall be used except for single family residential purposes, except Declarant or its designee, may maintain a temporary business office and a model home on a lot. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of Architectural Committee) an accessory building or structure for storage or other appropriate residential uses, not in excess of 250 square feet in area.

ARTICLE IV

BUILDING DESIGN. No building (including an accessory building or structure and a garage) shall be erected, placed or altered on any premises in said development until the building plans, specifications and plat showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, including without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee. In the event the Committee fails to approve or disapprove the design or location within 20 days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alternations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Only brick and block foundations shall be permitted.

ARTICLE V

DWELLING SIZE. No dwelling shall be permitted, unless said dwelling has a minimum of 1,000 square feet of heated and finished living area, exclusive of basements, porches and garages. All plans must have the approval of the Architectural Committee.

ARTICLE VI

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 35 feet, provided, however, that on a corner lot, a dwelling may be located not nearer than 40 feet to one street if it is at least 20 feet from the other street. No building shall be located nearer than 15 feet to an interior lot line except that a 10 foot side yard may be permitted for a garage or other permitted accessory building. For the purpose of this covenant, eaves and steps shall not be considered part of the building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Detached accessory buildings shall be located at least 60 feet from the front property line, and, if the lot abuts two or more streets, then at least 50 feet from the right-of-way line of the side street. The Declarant reserves the right to waive minor violations (up to 10%) of the setback and side line requirements set forth in this Article. Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the location of a building regardless of the fact that such building meets the requirements of this paragraph.

ARTICLE VII

LOT AREA AND WIDTH. All lots as shown on the recorded map hereinabove referred to are hereby approved. Adjustments may be made; however, in the line between any two lots so long as the area of any lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side line clearances from new lot lines shall no longer be required. No recombination of lots may be made in a manner

which results in any increase in the number of lots above those existing when these covenants became effective.

ARTICLE VIII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easement, 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 utility company is responsible. In addition to the above easements, there is an additional ingress and egress easement located between Lot No. 8 and Lot No. 9. Within this easement, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the purpose of ingress and egress. Maintenance of this easement will occur simultaneous with Pasture Gate Lane. The responsibility for this maintenance lies with the Road Maintenance Committee.

ARTICLE IX

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED:
NUISANCES PROHIBITED. Except as hereinafter provided, no part of said property shall be used for business, manufacturing, commercial or professional purposes. However, in-house businesses may be conducted so long as:

- a) The business is conducted by the homeowners or occupant of the house.
- b) In-house business shall be of the self-employed, independent contractor nature, with examples being builders, Realtors, architects and other such similar professionals. No obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than temporary "For Sale" signs. No trade materials or inventories may be stored or regularly parked on the premises.

ARTICLE X

TEMPORARY STRUCTURES, SATELLITE DISHES. No trailer, tent, shack, barn or other outbuilding, except a private garage for no more than three (3) cars and an accessory building or structure as authorized by the provisions of Article III shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation either temporarily or permanently. It shall not be permissible for any accessory building or other structure to be constructed of tin. Satellite dishes shall be allowed on the premises only in locations approved by the Architectural Committee.

ARTICLE XI

TRUCKS, BOATS, TRAILERS. No trucks, pickups, boats, trailers or motor homes shall be parked on public/private streets of the subdivision. It shall be permissible for a tractor-trailer cab to be parked overnight, as long as said tractor-trailer cab is not parked on the public/private streets of the subdivision. It shall not be permissible for a tractor-trailer to be parked in the subdivision, either permanently or temporarily. No cars which are not in working condition and regularly used shall be parked overnight. The operation of motor bikes and all-terrain vehicles shall be prohibited both on the streets of the subdivision and on the individual lots comprising said subdivision.

ARTICLE XII

GARBAGE CONTAINERS. Garbage containers shall be kept in the back yard and shall not be visible from the street or an adjacent lot.

ARTICLE XIII

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein, except upon approval of the Architectural Committee. No metal fences except chain link fences shall be installed on any lot unless screened in a manner approved by the Architectural Committee, which approval may be withheld arbitrarily. No fencing of any type shall be permitted in any location in front of the rear corner of the residence constructed on each lot.

ARTICLE XIV

ANIMALS. No farm animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property. No more than two dogs or two cats shall be allowed and all dogs kept outside must be kept within a fence which is approved as in Article XIII.

ARTICLE XV

TERM. These 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 on which the Declaration and Agreement is filed for registration in the Registry of Wake County, after which period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Any amendments to said covenants may be made and duly recorded upon approval of a two-thirds majority of the lot owners (each owner shall be entitled to one vote for each lot owned).

ARTICLE XVI

UNDERGROUND UTILITIES. All public service or other utilities requiring wiring, pipes or other instrumentalities of conveyance will be placed underground where practicable. The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables which will require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light from each residential customer.

ARTICLE XVIII

GAS AND OIL TANKS. Whenever any homeowner desires to use any fuel which necessitates the location of any tanks on the lot, all tanks shall be buried or hidden by attractive structures, before the closing of the permanent loan on said lot, the construction of said structures to be in accordance with specifications approved by the Architectural Committee.

ARTICLE XIX

APPEARANCE. Each owner shall keep his building site free of tall grasses and weeds, undergrowth, dead trees, trash and rubbish, and the property shall be maintained so as to present a pleasing appearance. If in the opinion of the Architectural Committee an owner is not properly maintaining his building as provided the Declarant may have the required work done and costs thus incurred shall be paid by the owner with enforcement pursuant of Article XX. Each owner shall also be

responsible for maintaining and mowing all unpaved areas in front of that owner's lot that might be within the right-of-way of the streets within said subdivision.

ARTICLE XX

ENFORCEMENT. Enforcement shall be the responsibility of the homeowners of the subdivision, but Declarant and The Architectural Committee shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons in violation or attempting to violate any covenant, either to restrain violation or to recover damages, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorneys' fees and court costs incurred in enforcing or defending matters related to these covenants.

ARTICLE XXI

SEVERABILITY. Invalidity of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the Declarant, Robert W. Jones and Durward B. Jones, Jr., Trustees under the Will of Durward B. Jones, Sr., have caused this instrument to be executed the day and year first above written.

Robert W. Jones TRUSTEE

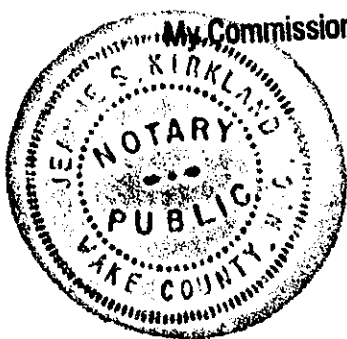
Durward B. Jones, Jr. TRUSTEE

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned Notary Public in and for the County and State aforesaid, certify that Robert W. Jones, Trustee, and Durward B. Jones, Jr., Trustee, personally came before me this day and acknowledged that they are the trustees of the Trust Under the Will of Durward B. Jones, Deceased, and did further acknowledge the execution of the foregoing instrument.

Witness my hand and notarial seal this the 22nd day of July 1996.

Joanne S. Kirkland
Notary Public



My Commission Expires: 09/24/96

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of ___

Joanne S. Kirkland

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 Charles Wilkins
Asst./Deputy Register of Deeds