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FOR
REGISTRATION

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Prepared by and Held for:

Senter and Stephenson
Post Office Box 446
Fuquay-Varina, NC 27526

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

**PROTECTIVE COVENANTS
OF
WORTHINGTON SUBDIVISION**

Book of Maps 1994, page 70 & 71

KNOW ALL MEN BY THESE PRESENTS that A & D PROPERTIES, A North Carolina General Partnership, being the owner of all lots within the above referenced subdivision, does hereby revoke those protective covenants as set out in Book 6077, page 685 and as the sole owner, developer and declarant hereby agrees with all persons, firms and corporations who hereafter acquire a lot from the above referenced subdivision (Worthington Subdivision) that the following protective covenants shall apply to all lots conveyed out of said subdivision and said restrictions shall run with the properties by whomever owned, which covenants are as follows:

ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

TRACT ONE

Being all of Lots # 1 through # 14 and Lots # 41 through # 53 of Worthington Subdivision as shown in Book of Maps 1994, page 70, Wake County Registry.

TRACT TWO

Being all of Lots #15 through # 40 of Worthington Subdivision as shown in Book of Maps 1994, page 71, Wake County Registry.

No property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

All lots shall be used for residential purposes exclusively. No structure, except as hereafter provided 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 (2 1/2) stories in height, plus basement, which may be used as a residence for a single family and a private garage. Garages are not required, but if used, must be for no more than four cars.

ARTICLE III

No dwelling shall be permitted to be erected or remain on any lot with the ground floor area of the main structure (exclusive of one-story open porches and garages) of less than 1700 square feet of heated and/or cooled space, for a one-story dwelling, or less than 1800 square feet for a one and one-half (1 1/2) story dwelling with a minimum of 1200 square feet, on the first floor, and a minimum of 900 square feet on the first floor of a two (2) story dwelling, not to include bonus rooms over garages. All foundations and exposed chimney walls shall be of brick veneer or of stucco, except in the event a gas fireplace is installed. No house shall be built on a concrete slab. All dwellings shall be constructed by a licensed contractor. No part of said property shall be used for business, manufacturing or commercial purposes. No structure may be constructed prior to the construction of the main dwelling. The Developers herein reserves the right to grant a 10% variation in size, if deemed necessary.

ARTICLE IV

No building shall be located on any lot nearer than 60 feet to the front lot line or street abutting the front of any lot or nearer than 10 feet to a side street. No building shall be located nearer than 10 feet to an interior lot line; provided, however, that on corner lots the dwelling may face either street and may be located not nearer than thirty (30) feet to one street if the same is at least fifty (50) feet from the other street. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling provided, however, that his shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot. Declarant reserves the right to waive set back violations not in excess of ten percent (10%) of the setback requirements.

ARTICLE V

No building, outside lighting, newspaper box, screen planting, fence or fencing or any improvements shall be erected, placed or altered on an building site unless approved by the declarant. Building plans, specifications, and plot plans showing the location of improvements on the building site must be approved in writing as to conformity and harmony of external design, external materials with existing structures in the area as to location with respect to topographical, lakes, finished ground elevation and neighboring structures by Declarant or the architectural committee approved by Declarant. *A & D PROPERTIES, A North Carolina General Partnership* shall be designated as the sole architectural committee until the last house is built; at that time, a new committee will be appointed by *A & D PROPERTIES, A North Carolina General Partnership*. No fence or fencing will be approved that is higher than six feet when measured from the ground to the top of the fence. Any fence or fencing allowed must be maintained in a good and aesthetically appealing condition by the owner. In the event Declarant fails to approve or disapprove such design or location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if not suit to enjoin the erection of any building authorized in these Articles 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.

ARTICLE VI

No lot described in Article I of these Restrictive Covenants may be re-subdivided. A dwelling may be placed on more than one lot when two or more lots are owned by the same party and any placement of a building on the dividing lines of any two or more lots shall then become one building lot for that particularly dwelling, providing that plans and specifications for the same have been approved by Declarant or the appointed architectural committee.

ARTICLE VII

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trade materials, inventories, cars, trucks, tractors, or any motor vehicle, inoperable or unlicensed, may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. No "all terrain vehicles" will be permitted to operate on any lot or street within the subdivision.

ARTICLE VIII

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, temporarily or permanently. No trailer (except recreational vehicles and boats which are parked behind the dwelling), tent shack, or barn shall be erected or placed on any lot covered by these covenants. No storage shed shall be permitted on any lot covered by these covenants unless approved by the Declarant or the appointed architectural committee. No such building shall be built of old materials. All storage buildings must be of the same materials as the main dwelling, to include paint colors and shingles. All playground equipment and storage buildings shall be placed to the rear of the main dwelling structure. No clothes lines are permitted except manufactured umbrella types having only one pole. All fuel or propane tanks must be placed below ground level and when one cannot be placed below ground level, then the same will be screened on three sides by a lattice type material to prevent view from the main road. No above ground pools will be allowed.

ARTICLE IX

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot with the following exceptions. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. The household pets must be kept and contained on owners' property.

ARTICLE X

No approved fence, wall, hedge or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the back of the dwelling erected on said lot. Fencing that is approved by the architectural committee as stated in Article V for an enclosure for pets must not be closer than ten feet from any side or rear line.

ARTICLE XI

All driveways placed on the lot must be made of concrete and be at least ten (10) feet in width. Driveway pipe shall be fifteen (15) inch reinforced pipe and shall consist of twenty (20) feet in length.

ARTICLE XII

No satellite disc nor any other electronic receiving or transmitting equipment will be allowed on any lot.

ARTICLE XIII

No motor vehicle licensed to carry more than two tons shall be allowed or parked on any lot or street within said subdivision except those vehicles delivering building materials to develop or improve the lots within the subdivision or to carry furniture for any homeowner with said subdivision.

ARTICLE XIV

All mailboxes will be provided by the Builder. Should any mailbox need to be replaced, the replacement box must be of like design, materials, and composition.

ARTICLE XV

All trash cans, incinerators or other equipment for the storage or disposal of rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition confined to the rear of the lot except those times when garbage pick-up is provided.

ARTICLE XVI

All lots shall be properly seeded to prevent erosion and landscaped to beautify the lot, and are to be maintained in a neat and clean appearance. Owners of occupied homes or homes for sale will keep the lawns mowed on a regular basis and generally keep the appearance neat and clean. All lots owners will keep the road right of way mowed and seeded with grass. No lot may be used for storage of building material in excess of 60 days and any building materials placed on a lot shall be used for the dwelling to be built on that lot only.

ARTICLE XVII

Permanent or temporary subdivision name signs shall be allowed on any corner lot at the entrance of the subdivision from the public road.

ARTICLE XVIII

Declarant reserves a forty (40) foot buffer zone on Lots 1 - 8 bordering SR 2736 as shown in Book of Maps 1994, page 70; for the purpose of adding and maintaining trees, shrubbery, plantings and the subdivision signs as deemed appropriate by the declarant. Declarant further provides that no trees, shrubbery, plantings or subdivision signs may be removed by the owners of Lots 1 - 8 without the prior permission of the Declarant.

ARTICLE XIX

Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building lot.

ARTICLE XX

All pump and well enclosures must be covered and constructed of material approved by the declarant which must be prior approved. Dimensions for all pump and well enclosures will be determined by the declarant.

ARTICLE XXI

Enforcement of these covenants by any one or combination of lot owners shall be 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.

ARTICLE XXII

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

ARTICLE XXIII

These covenants are to run with the land and shall be binding on all persons claiming under them for a period until 31st December 2023 at which time they will expire.

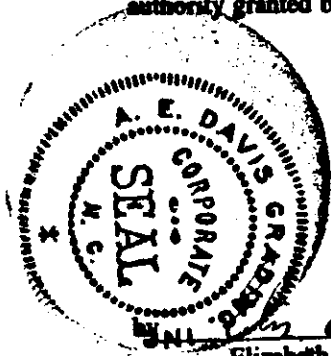
IN TESTIMONY WHEREOF, A & D PROPERTIES, A North Carolina General Partnership, by authority granted by the partners, has caused this instrument to be executed.

A & D PROPERTIES, A North Carolina General Partnership

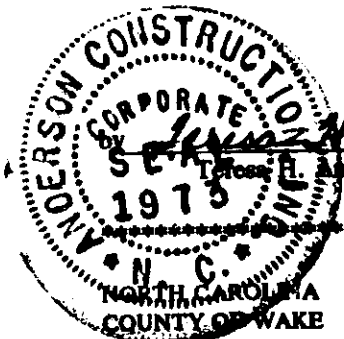
A. E. DAVIS GRADING, INC., Partner

by

A. Earl Davis
A. Earl Davis, president



Elizabeth B. Davis
Elizabeth B. Davis, secretary



ANDERSON CONSTRUCTION, INC., Partner
by Leon J. Anderson
Leon J. Anderson, president

Teresa H. Anderson
Teresa H. Anderson, secretary

I, the undersigned, a notary public, do hereby certify that Elizabeth B. Davis personally appeared before me this day and acknowledged that she is Secretary of A. E. DAVIS GRADING, INC., a NC corporation and partner in A & D Properties, a NC general partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by its secretary.

Witness my hand and notary seal, this 14th day of March 1994.

JESSICA BETH DRY
NOTARY PUBLIC
WAKE COUNTY, N. C.

Jessica Beth Dry Notary Public
Jessica Beth Dry

My commission expires 10 March 1994.

NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a notary public, do hereby certify that Teresa H. Anderson personally appeared before me this day and acknowledged that she is Secretary of ANDERSON CONSTRUCTION, INC., a NC corporation and partner in A & D Properties, a NC general partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by its secretary.

Witness my hand and notary seal, this 14th day of March 1994.

JESSICA BETH DRY
NOTARY PUBLIC
WAKE COUNTY, N. C.

Jessica Beth Dry Notary Public
Jessica Beth Dry

My commission expires 10 March 1994.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is

Jessica Beth Dry
Notar(y) 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

Kenneth C. Wilkins
Asst./Deputy Register of Deeds