

NORTH CAROLINA

WAKE COUNTY

PROTECTIVE COVENANTS
OF
PRESNELL PONDFrank Presnell
1614 North Market

Ral 27609

Book of Maps 1994 Page 114

KNOW ALL MEN BY THESE PRESENTS, that Frank Presnell hereinafter known as Developer, does hereby agree and covenant with all persons, firms, or corporations now owning or hereafter acquiring, any property in the area hereinafter described, that all lots shown on Map of Presnell Pond, according to plat recorded in Book of Maps 1994, Page 114, Wake County Registry, are hereby subject to the following restrictions as to the use thereof, which shall run with said property by whomsoever owned, from and after the date of conveyance from Developer, to wit:

1. Building Unit: A building unit shall consist of each lot specifically enumerated on plat of Presnell Pond as recorded in Book of Maps 1994, Page 114, Wake County Registry. The owners of said lots or building units may vary the lines of said lots, but except as might be otherwise provided herein, shall not resubdivide the lots in such manner that the number of lots within the portion of Presnell Pond shown on said recorded plat will be increased.

2. Land Use and Building Type: No building unit shall be used except for residential purposes and no part of said property shall be used for business, manufacturing or commercial purposes. No part of any lot or building unit shall be used for street purposes except by the prior written approval of Developer, his heirs or assigns, or by such person or persons as he shall in writing designate. No building shall be erected, altered, placed or permitted to remain on any building lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, a private garage for not more than three cars, and outbuildings incidental to residential use; provided, however, that no buildings other than the dwelling shall be allowed except with the prior approval of Developer, or by such person or persons as Developer shall designate in writing. A private garage for more than three cars may be allowed, if Developer or such person or persons as Developer shall designate in writing shall approve such garage, and if it shall comply with Protective Covenant number six, Architectural Approval.

3. Dwelling Size: 2400 - F.C.P. No dwelling shall be permitted on any building unit which dwelling has a total finished living area of less than ~~2000~~ square feet for a one story dwelling. For a one-and-one-half story dwelling, the finished living area of the ground floor shall be a minimum of 1600 square feet. For a two story dwelling, or a dwelling containing more than two stories, the total finished living area of the

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KENNETH C. WILKINS
REGISTER OF DEEDS
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first floor or ground floor shall be at least 1200 square feet, and the total finished living area shall be a minimum of 2400 square feet.

For purposes of this covenant, basements, porches, garages and storage areas shall not be considered as a part of finished living area.

4. Building Location: No building shall be located on any lot nearer to the front lot line than 60 feet nor nearer to any side street right of way than 40 feet. No building or structures shall be located nearer than 15 feet to any interior lot line. It is specifically provided that no side yard shall be required for a garage or other permitted accessory building located 150 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 any building, but this may not be construed to permit any portion of a building upon any building unit to encroach upon any other building unit.

5. Lot Size: No dwelling shall be erected or placed upon any lot having a total area of less than 40,000 square feet.

6. Architectural Approval: To maintain architectural beauty throughout the subdivision, and to guard against the erection thereon of poorly placed, designed or proportioned structures, no building shall be erected, altered, or permitted to remain on any building unit until a plot plan showing the location of said building on the lot and the plans and specifications showing the type and exterior lines and architectural finishes thereof shall have been submitted to and approved in writing by the Developer, or by such person or persons as he shall in writing designate. In the event the Developer or the person or persons designated by Developer fail to approve or disapprove such plot plan, plans and/or specifications within 30 days after said plans and specifications have been submitted as herein required, such approval will not be required, and this covenant shall be deemed to be fully complied with. Architectural approval shall be required for the construction of all improvements upon any building unit, including, but not limited to, the location and style of mailboxes. Garbage and refuse containers shall be concealed by means of a screening wall or material similar to and compatible with that of the dwelling. That portion of all driveways lying between the paved portion of subdivision streets and the front elevation shall be paved, either with asphalt, brick, concrete or material approved by Developer. During construction of driveways or land disturbing activities on building units or street right of way in front of lots, lot owners undertaking such activities shall be responsible for installing erosion

control devices if necessary, to control water pollution from sedimentation, to prevent accelerated erosion and sedimentation of creeks, ponds, and natural water sources. These devices, if required by the municipality or Developer, shall be constructed and maintained in accordance with the then current municipal ordinances and regulations. No construction debris shall be placed or dumped on any street right of way. Any ground cover or drainage system located within street rights of way, ditches, or slopes of streets which are disturbed during construction activity shall be reestablished by the lot owner responsible for such activity.

7. Pets: No animals, livestock or poultry shall be raised, bred, kept, or allowed to remain on any lot other than household pets, and household pets shall not be bred or maintained for commercial purposes. Horses and ponies shall not be deemed to constitute household pets.

8. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No mobile home or truck cargo trailer shall be allowed to be placed, erected or maintained on any lot. No boats, campers, abandoned cars, industrial trucks, mobile homes, or trailers shall be placed or permitted to remain on a street or in front of any dwelling constructed upon the property.

9. Prohibited Structures: Mobile homes, shell homes, modular homes, pre-cut, pre-assembled, and packaged homes, and all other similar type buildings are expressly prohibited on any building unit of the subdivision, except that the Developer may, without being required to do so, approve a home or other outbuilding on any lot with some of its components being pre-cut or pre-assembled. Television satellite antenna dishes and similar devices are expressly prohibited on any building unit except upon receipt of written approval as to size, design and location from Developer and from all adjacent lot owners.

10. Waiver of Violations: The Developer, or a person or persons designated by Developer in writing, shall have the absolute authority to waive minor violations of these restrictions. A minor violation of these restrictions shall be deemed to mean not more than ten percent.

11. Easements: 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 and five feet along and within each side line of each lot. In these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or drainage facilities, or which

change the direction of flow of drainage canals in the easement which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility is or becomes responsible.

12. Sewage and Water Systems: Sewage disposal shall be by septic tank (or by connection to a municipal sewage system if same shall become available) at the time of construction of improvements upon the lot. Septic tank installation layout shall be approved by a representative of the Wake County Health Department or of such other agency as may have jurisdiction over such others prior to any construction on any lot and the installation when made shall conform to such approved layout in accordance with the minimum requirements thereof. All individual water systems shall be constructed and equipped in accordance with layouts approved by the Wake County Health Department or other agency having the jurisdiction thereof.

13. Term: These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of 35 years from the date these covenants are recorded. These covenants may be extended or modified by an instrument recorded prior to the expiration of the term of these covenants, and signed by a majority of the owners of building units affected by these covenants.

14. Enforcement: Enforcement of these covenants 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 therefore.

15. Severability: Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise 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 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.

16. Electricity and Lighting: Developer reserves the right to subject the real property 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 the owner of each building unit.

17. Any transfer of a building unit to any subsequent buyer shall require the placement of restrictions in the deed

effecting transfer from one owner to another providing for the payment by the builder and/or buyer of a 5% commission on the combined total cost of the building unit and completed dwelling to be paid to Arrowood Properties and/or its heirs and assigns within 5 days of the issuance of the certificate of occupancy by the appropriate governmental entity. Such commission payment is binding only upon the owner and/or builder at the time of the issuance of the Certificate of Occupancy and is not applicable to subsequent transfers of the building unit once commission has been paid on the cost of the building unit and dwelling completed thereon.

18. Deadline for Construction Completion: Dwelling completion is to be within 12 months of the date of release or transfer of any building unit to a builder approved by the Developer or a person or persons designated by the Developer.

19. Approval of Builder: Developer reserves the absolute authority to approve builders to construct dwellings on all building units within Presnell Pond, although the Developer at his discretion may appoint a review committee of designated marketing representatives and/or building unit owners to serve in an advisory capacity relating to the approval process.

20. Transfer of Authority: Any and all authority delegated to Developer by these covenants shall be transferred to a Homeowners Association formed by a majority of the lot owners. This transfer shall take place when all building units have been sold, provided a Homeowners Association has been formed at that time. In the event an association has not been formed at that time, this transfer of authority shall take place immediately upon formation of such association. In no event shall Developer be responsible for enforcing these covenants after a period of 12 months has elapsed from and after the date the last building unit within this subdivision has been sold.

In witness whereof, Frank C. Presnell, the Developer, has hereunto set his hand and seal, this 26th day of Jan.

Frank C. Presnell (SEAL)