

WAKE COUNTY, NC 272  
 LAURA M RIDDICK  
 REGISTER OF DEEDS  
 PRESENTED & RECORDED ON  
 01/26/2007 AT 12:12:44

BOOK:012372 PAGE:01375 - 01378

Prepared by and hold for: Senter, Stephenson & Johnson, P.A. (Box 175)

PROTECTIVE COVENANTS OF  
 THE OAKS AT SIPPIHAW  
 PHASE 3

Book of Maps 2007, page 0065 through 0067  
 Lots #82 through #95, inclusive  
 Lots #125 through #147, inclusive

KNOW ALL MEN BY THESE PRESENTS that HORACE J. TART and wife, BRENDA S. TART, owners, developer and declarant and all of the undersigned lot owners; hereby agree with all persons, firms and corporations who hereafter acquire a lot from the above referenced subdivision (**The Oaks at Sippihaw, Phase 3**) 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:

**BEING all of Lots #82 through #95, inclusive, and Lots #125 through #147, inclusive,, of THE OAKS AT SIPPIHAW, Phase 3, as shown on that map prepared by Mauldin-Watkins Surveying, P.A and recorded on January 9<sup>th</sup>, 2007, at Book 2007, Page 0065 through 0067, Wake County Registry, reference to which is hereby made for greater certainty of description.**

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 road shall be constructed on any lot in this subdivision connecting to any lot not in this subdivision.

**ARTICLE III**

No dwelling shall be permitted to be erected or remain on any building unit which has in the main structure, (exclusive of one-story open porches and garages) less than 2000 square feet of finished living, however, developer has the option to allow a ten percent (10%) variance in finished living area. All dwelling plans must include a minimum single car attached garage. No roof pitch will be allowed that is less than 7/12 unless written permission is obtained from the Declarant. All building shall be finished with all brick exteriors with vinyl trim. All plans, specifications, location of structure and type of outside materials must be approved in writing by developer prior to construction. No concrete block or cinder blocks or other similar type material shall be used or approved by the developer. If the Declarant fails to approve or disapprove the same within thirty (30) days and no suit enjoining the erection of the proposed dwelling has been filed within thirty (30) days, then approval shall not be required. If the Declarant disapproves and the lot owner does not revise the plans within ninety (90) days of the disapproval, then developer shall purchase said lot at a price established by the Raleigh Board of Realtors if the parties cannot agree on a price. No fee shall be charged by the Declarant for the approval or disapproval of any plans, specifications, location or outside materials.

**ARTICLE IV**

All dwellings and outbuildings must conform to the Town of Fuquay-Varina setback requirements.

**ARTICLE V**

No mobile home, modular units, single or double-wide, shall be erected on any lot covered by these covenants, under any circumstances. No pre-engineered, pre-fabricated buildings may be erected on any lot without the prior written consent of the developer.

**ARTICLE VI**

No outbuilding or storage building shall be erected upon any lot except those which are incidental to residential use and any building so erected shall be of similar types of material and appearance as the main dwelling structure and the outbuildings so constructed shall not exceed 500 square feet in size with attached shelter included and shall be no closer than ninety (90) feet to the front lot line and shall conform to all other set back requirements set out in Article IV above.

**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 and unlicensed, may be stored or regularly parked on the premises. No "all terrain vehicles" will be permitted to operate on any lot or street within the subdivision to the point that they become an annoyance or a nuisance to the neighborhood. 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 VIII**

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. No more than two of either dogs, cats or other household pets may be kept which are not dangerous. No vicious animal or other pet may be kept that threatens or is a reasonable threat to anyone. The household pets must be kept and contained on owners' property.

**ARTICLE IX**

No fence of any kind shall be erected on any lot in the front yards. No fence may be erected on the side or rear yard of any lot unless approved by the declarant in writing. Only vinyl or iron fencing will be allowed.

**ARTICLE X**

Each dwelling shall be required to have a standard concrete paved driveway with a minimum solid paved width of ten feet (10'). Any other paving material or color must be approved by the Declarant. Driveway dimensions shall be considered to be the distance from the street pavement to garage opening inclusive or to side of dwelling. All culverts must be made of concrete with a minimum of 15 inch diameter and shall meet all NCDOT requirements.

**ARTICLE XI**

All initial mailboxes and mailbox posts will be provided by the builder, and replacements, which must be provided by owner, will be of a uniform design and of like materials as approved by the declarant.

**ARTICLE XII**

No satellite dish nor any other electronic receiving or transmitting equipment will be allowed on any lot unless approved by the declarant in writing.

**ARTICLE XIII**

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

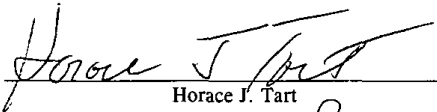
**ARTICLE XIV**

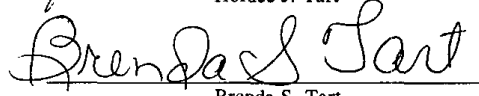
Any lot owner or combination of land owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.

## ARTICLE XV

These covenants may be amended from time to time by all the owners within the subdivision and these covenants and any amendments adopted are to run with the land and shall be binding on all persons claiming under them for a period until December 31, 2032 at which time they will expire.

IN TESTIMONY WHEREOF, the parties set out in the preamble above have caused this instrument to be executed this the 25 day of January, 2007

 (SEAL)  
Horace J. Tart

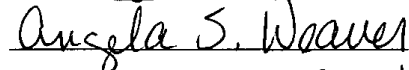
 (SEAL)  
Brenda S. Tart

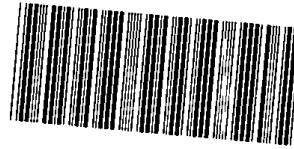
NORTH CAROLINA  
COUNTY OF WAKE

I, the undersigned notary public, do hereby certify that **HORACE J. TART and wife, BRENDA S. TART**, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and stamped notary seal, this 25 day of January, 2007



 Notary Public  
Typed or printed name of notary: Angela S. Weaver  
My commission expires: 3/21/2009



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**Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.**

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**Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds**

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