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FOR
REGISTRATIONNORTH CAROLINA
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DECLARATION OF PROTECTIVE COVENANTS

WAKE COUNTY

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS, made as of July 12, 1990, by the undersigned, hereinafter called "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain lands located in Middle Creek Township, Wake County, North Carolina, known as Tramwood, Section 8, Phase 2, and containing approximately fifty-two (52) acres, more or less; and

WHEREAS, Declarant has subdivided said land into building lots and has caused plats of the land so subdivided to be recorded in the office of the Register of Deeds, Wake County, North Carolina; and

WHEREAS, said plats are entitled "Tramwood Subdivision", Section 8, Phase 2, dated May 22, 1989, as prepared by Thomas L. Stancil, Registered Land Surveyor, and are described and recorded as follows:

Tramwood Subdivision, Section Eight, Phase 2, Book 1990, Page 774.

WHEREAS, the lots shown and designated on the maps herein referred to are hereby made subject to the restrictions and covenants herein set forth and declared:

- a. For the purpose of insuring the best use and the most appropriate development and improvement of said lot.
- b. To protect the owners of the lots in said subdivision against such improper use as will impair or depreciate the value of their property and/or other lots in said subdivision.
- c. To preserve, so far as practical, the natural beauty of said property.
- d. To insure the highest and best development of said property.
- e. To encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on said building sites and to secure and maintain proper

setbacks from street, and adequate free space between structures.

- f. In general, to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of investments made by purchase of lots therein.

NOW, THEREFORE, the Declarant hereby declares that the lots shown and designated on maps herein referred to shall be held, transferred, sold and conveyed subject to these protective covenants, to wit:

1. No lot shall be used except for residential purposes. No building 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 stories in height and an accessory building or barn of comparable construction to dwelling house.

2. No dwelling shall be permitted to be erected or remain on any lot with the ground floor enclosed living area of the main structure, exclusive of one-story open porches and garages, less than 1500 square feet for a one-story dwelling or less than 750 square feet on ground floor for a dwelling of more than one-story, but a total of not less than 1500 feet.

In 1½ or 2½ story, however, the above minimum may be satisfied with unfinished portions on second and third floor if a permanent stairway is constructed, sub-flooring installed and plumbing, electrical services are stubbed in unfinished area. However, not less than 900 feet will be finished at first occupancy. County/State inspection standards must be satisfied and will prevail.

All fireplace chimneys and foundations to frame built houses will be of brick or stone construction.

All driveways, where setback on house does not exceed 100 feet from front lot line, will be paved and pavement will be at least 8 feet wide of either concrete, asphalt or brick construction.

3. No building shall be located on any lot nearer than 35 feet to the front lot line, or street abutting the front of any lot, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line.

4. No dwelling shall be erected or placed on any lot having an area of less than 30,000 square feet.

5. Easements for the installation of underground and above ground utilities as may be required, are reserved. The right is also reserved for subdivision to contract with Carolina Telephone and Telegraph Company and Cable Television Company for the

installation of such utilities. The Developer 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 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. All owners by the purchase of a lot agree to pay a monthly charge, if any, for this underground service and for street lights.

6. Easements for the installation and maintenance of drainage facilities are reserved. In addition, an easement of ten feet on either side of the center of a drainage ditch shown on the recorded plat is hereby reserved. 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 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 public authority or, utility company is responsible.

7. 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.

8. No structure of a temporary character, trailer, mobile home (either single or double wide), basement, tent, shack, garage, bar, or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. Any pre-constructed dwelling house, modular, etc. must meet the same strict requirements as an on site ("stick") built home.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, (Subdivision entry sign excepted) one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall it be kept except 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.

11. Older building/dwellings moved onto lots must be rehabilitated on the exterior within six (6) months and interior completed within twelve (12) months. Rehabilitation must reasonably approximate standards of newer dwellings in the subdivision.

12. 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 (2) horses or ponies may be kept on lots of two (2) acres or more in size or one (1) additional horse or pony per additional acre on tracts exceeding two (2) acres, provided they are properly stabled or fenced and in sanitary conditions so as not to be offensive to other residents. Animals must be maintained in clean sanitary conditions. Residents will conform to the county, state laws pertaining to the leash law, etc. Animals should not be left to wander unattended so as to cause a nuisance or threat to other people.

13. Minor maintenance on occupant's personally owned automobiles/small trucks is permitted on lots, however major maintenance such as engine/transmission repair is not permitted. Likewise, disabled or "junk" cars shall not be permitted to accumulate on lots.

14. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lands has been recorded, agreeing to change said covenants in whole or in part.

15. Enforcement shall be by proceeding 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.

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

17. All County ordinances and zoning regulations shall apply with the same force and effect as would apply regardless of these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed this 20 day of ~~July~~, August, 1990.

M. B. Pleasant, Jr. (SEAL)
M. B. PLEASANT, JR.

John F. Myatt (SEAL)
JOHN F. MYATT

Betty J. Pleasant (SEAL)
BETTY J. PLEASANT

Carolyn C. Myatt (SEAL)
CAROLYN C. MYATT

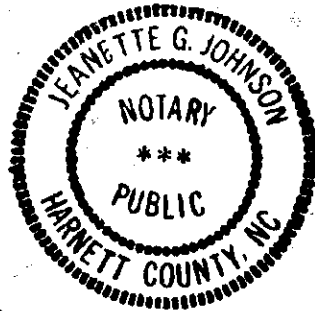
NORTH CAROLINA
HARNETT COUNTY

I, a Notary Public in and for said County and State, do hereby certify that M. B. Pleasant, Jr., and wife, Betty T. Pleasant; John F. Myatt and wife, Carolyn C. Myatt, personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants.

~~Aug.~~ Witness my hand and official seal, this 20 day of ~~July~~, 1990.

Jeanette G. Johnson
Notary Public

My commission expires: 2-28-91



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Jeanette G. Johnson

Notary 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 Suzette G. Pleasant
Asst. Deputy Register of Deeds