

Prepared by Senter & Stephenson

NORTH CAROLINA

WAKE COUNTY

BOOK 3506 PAGE 499

PRESENTED
PROTECTIVE COVENANTS OF
RECORDATION

NEILS CROSSING SUBDIVISION, PH '85

Phase II, Lots 38 through 62

WILKINS
BOOK OF DEEDS
WAKE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Rufus Anderson Builder, Inc., does hereby agree with all persons, firms, and corporations now owning or hereafter acquiring any interest in the property as Lots 38 through 62 as shown in Book of Maps 1985, page 1100, that the following restrictive covenants shall hereby apply to all lots conveyed out of said subdivision, and said restrictions shall run with said properties by whomsoever owned, to wit:

1. No lot shall be used except for residential purposes.
2. No dwelling shall be permitted on any lot which has a ground floor heated area, basement square footage excluded, of less than 1200 square feet, and 1400 square feet for a 2 story home, provided however that a variance of up to 10% smaller than the above set out square footage will be allowed when a carport or garage is attached to the structure and the builder has the subdivision developer or designated architect approval prior to construction.
3. No dwelling shall be located nearer the front line or any side street any closer than is indicated on the recorded map nor shall any dwelling be located any nearer than 10 feet to any side line or 20 feet to any rear yard line.
4. No outbuilding, or storage building, except which is incidental to residential use, shall be permitted on any lot and those which are incidental to residential use shall be constructed of similar type materials and appearances as the main dwelling structure or shall be a decorative composite unit building comparative with the main unit dwelling and any outbuilding or storage building shall not be placed nearer than 60 feet to the front lot line.
5. No concrete or cinder blocks, or other similar type shall be used as an exposed exterior wall.
6. No noxious or offensive activities 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 motor vehicle licensed to carry more than two tons shall be allowed on the streets or be permitted to be parked on any lot except those vehicles delivering building materials to develop or improve the lots within the subdivision.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
8. No mules, cows, chickens, or other animals or fowls shall be kept upon any lot except household pets and then never for breeding purposes,
9. No building shall be erected, placed or altered on any premises in said subdivision until the building plans, specifications and plot plan showing the location of such building, have been approved in writing as to conformity and harmony of external design and exposed to topography and finished ground elevation by the developer or such architect as shall be designated by them. In the event that the developer or his designated architect fail to approve or disapprove such design and exterior materials within 30 days after said plans and specifications have been submitted to the developer, or in any event if no suit to enjoin the erection of such building or the making of such alterations 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.

10. No commercial vehicles are permitted to park on any lot or street overnight or for extended periods except those used temporarily during the construction of dwellings or accessory buildings.
11. In the event that a building is constructed nearer to an adjacent unit line or front line or rear line, but not nearer than 5 feet in excess of each set back requirement as established by either the map or those covenants, then such violation may be waived by the execution and recordation in the Wake County Registry of a written instrument signed by the current subdivision owner or owner of record or both, the adjoining lot owners of record waiving the violation and upon recordation of the waiver instrument, the violation shall not hereafter be deemed to exist.
12. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Co. for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power and Light Co. by the owner of each building.
14. These covenants may be amended from time to time by owners within said subdivision and shall run with the lots and be binding on all parties owning said lots until December 31, 2015, at which time they will expire.
15. There may be no exposed satellite dish receivers on this property.

BOOK 3506 PAGE 500

IN TESTIMONY WHEREOF Rufus Anderson Builder, Inc., has caused this instrument to be signed in its corporate name by its president, its corporate seal hereunto affixed, and attested by its secretary, by order of its Board of Directors.

RUFUS ANDERSON BUILDER, INC.

By Rufus R. Anderson
Rufus R. Anderson, President

ATTEST
Virgie T. Anderson
Virgie T. Anderson, Secretary

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that before me personally came Rufus R. Anderson, President, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President and Virgie T. Anderson is the Secretary of Rufus Anderson Builder, Inc, the corporation described in and which executed the foregoing instrument, that she knows the common seal of the corporation; that the seal affixed to the foregoing instrument is the common seal; and the name of the corporation was subscribed thereto by the said officers who also subscribed their names hereto and affixed said common seal, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of the corporation.

Witness my hand and notarial seal, this the 28th day of March, 1985.



Martha G. Powell
Martha G. Powell, Notary public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of

Martha G. Powell

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 Regina B. Cook