

NORTH CAROLINA

WAKE COUNTY

PROTECTIVE COVENANTS

OF

INDIAN TRAIL, SECTION II

KNOW ALL MEN BY THESE PRESENTS that Southeastern Homes, Inc., as owner of those lands located in White Oak Township, Wake County, North Carolina, designated as Indian Trail, Section II, a map of which is recorded in Book of Maps 1973, Volume IV, page 424, Wake County Registry, does hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any of the area included within those lots hereinafter designated as Lots 33-75 inclusive of Indian Trail, Section II, according to map recorded in Book of Maps 1973, Volume IV, page 424, Wake County Registry, that said lots are subjected to the following restrictions as to the use thereof, running with said properties by whomsoever, to-wit:

1. A building unit shall consist of a tract of land within the area embraced by Lots 33-75 inclusive of Indian Trail, Section II, according to map recorded in Book of Maps 1973, Volume IV, page 424, Wake County Registry, having a width at the street frontage of not less than 75 feet and an area of not less than 10,000 square feet, or each of Lots 33-75 inclusive and every part thereof, as shown on map of Indian Trail, Section II, recorded in Book of Maps 1973, Volume IV, page 424, Wake County Registry, without regard to the width or square footage of said lots.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lots other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

3. No dwelling shall be permitted on any lot having a ground floor area of the main structure exclusive of one-story open porches and garages or carports of less than 1200 square feet for a one-story dwelling nor less than 800 square feet of ground floor area for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front lot line than 35 feet nor nearer to any side street line than 20 feet. No building or structure shall be located nearer than 10 feet to an interior lot line. However, no side yard shall be required for a garage or other permitted accessory building located 130 feet or more than the street line. For the purpose 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 or a building unit to encroach on another building unit.

5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, PROVIDED: a dwelling may be erected on any numbered lot as shown on the subdivision plat.

6. Southeastern Homes, Inc. reserves the right to waive minor violations of the building location as set forth in this paragraph. (Violations not in excess of 10 percent of the minimum requirements shall be deemed minor.)

7. Basements for installation and maintenance of utilities and drainage facilities are reserved on the recorded plat and over the rear 10 feet of each lot.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

9. 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 or parked on any lot. No sign or billboard shall be placed, erected or maintained on any lot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. These covenants may be extended or modified by an instrument recorded prior to the termination of these covenants and signed by one or more of the then owners of a majority of the lots affected by these covenants. For the purpose of such instrument, a husband and wife owning any lot or lots as tenants by the entirety shall be deemed to be two owners.

12. 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 therefor.

13. Invalidity of any of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Southeastern Homes, Inc. has caused this instrument to be executed in its corporate name by its President, its corporate seal to be affixed and attested by its Secretary, all by order of its Board of Directors duly given, all on this 8 day of November, 1973.

SOUTHEASTERN HOMES, INC.

By:

President

ATTEST:

Secretary

NORTH CAROLINA
WAKE COUNTY • CUMBERLAND

I, Don D. Jessup, a Notary Public in and for the aforesaid State and County, certify that Don D. Jessup personally came before me this day and acknowledged that he is Secretary of Southeastern Homes, Inc., a corporation, 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 himself as its Secretary.

Witness my hand and notarial seal, this 8 day of November, 1973.

My commission expires: NOV. 17, 1975

Notary Public

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Don D. Jessup

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2248, Page 117.

This 28 day of May, 1974, at 2:25 o'clock P.M.

By Alvin J. Dean
Notary Register of Deeds