

BK011192PG01534

WAKE COUNTY, NC 608
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 01/21/2005 AT 16:05:58

BOOK:011192 PAGE:01534 - 01538

After Recording, Return to:
 Rolly Bannister III
 3610 S. Wilmington Street
 Raleigh, NC 27603

NORTH CAROLINA
 WAKE COUNTY

PROTECTIVE COVENANTS

OF

LEGACY AT FORTY TWO-Phase II

Book of Maps 2005, Pages 118-120
 Wake County Registry

KNOW ALL MEN BY THESE PRESENTS that Parcel Pro's, Inc., A North Carolina Corporation, owners, developer and declarant; being all the owners of the land hereafter described do hereby subject 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 Lots # 53 through # 85, of LEGACY AT FORTY TWO, as recorded in Book of Maps 2005, page 118-120, Wake County Registry, reference to which is hereby made for greater certainty of description.

The real property set forth above is subject to the covenants herein declared in order to insure the best and most appropriate use and development of each lot; to preserve, as far as feasible, the natural beauty of the property; to prevent the erection thereon of poorly designed or proportioned structures; and to encourage and promote the erection of well designed and well constructed homes for the maximum enjoyment and enhancement of the community.

(1) **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No part of said property shall be used for business, manufacturing or commercial purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two stories in height and private garage for not more than two cars. All houses shall be "stick-built" or "off frame Modular" and no house shall be moved onto any lot. However, the declarant reserves the right to erect and place a temporary sales office on any lot still owned by it to be used only as a sales office for a period not to exceed four years. No road shall be constructed on any lot in this subdivision connecting to any lot not in this subdivision. After lots are purchased, construction is to begin within 3 months of purchase and is to be completed within 9 months of date construction began.

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(11) **PETS AND ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except no more than two of either dogs, cats or household pets which are not dangerous or kept, bred or maintained for commercial purposes. No vicious animal or other pet may be kept that threatens or is a reasonable threat to anyone. Any household pet will be restrained or confined and not be allowed to run free beyond the lot of the owner. All confinement areas and/or housing will be directly behind the main dwelling and no closer than thirty feet (30') to any lot line and all confinement areas will be in compliance with provision 7 of these covenants.

(12) **SUBDIVISION SIGNS:** Permanent or temporary subdivision name signs shall be allowed on any corner lot at the entrance of the subdivision from the public road. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or signs used by a builder or realtor to advertise the property during the construction and sales period, unless approved by Developer. The Declarant shall maintain the entrance grounds and plantings until such time as the last lot is conveyed by said Declarant and at such time the lot owners within the subdivision shall be solely responsible for maintaining all entrance plantings, landscaping and signs and an easement is reserved to the owners within the subdivision to maintain the planting area.

(13) **SATELLITE DISCS:** Satellite discs having a diameter of 24 inches or less will be allowed within the subdivision which shall not be visible from the street however the location and/or placement of the disc shall be approved by Declarant prior to installation. No other electronic receiving or transmitting equipment will be allowed until approved by Declarant.

(14) **CAROLINA POWER AND LIGHT COMPANY EASEMENTS:** Declarant reserves the right to subject all lots to a contract with Carolina Power and Light Company, its successors and/or assigns, for the installation of street lighting which will require a continuing monthly payment to said utility company for each lot owner.

(15) **GARBAGE:** All garbage cans, carts and containers must be stored behind the main dwelling and must be removed from the street on the same day of garbage collection.

(16) **ENFORCEMENT OF COVENANTS:** Any land 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.

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



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

North Carolina – Wake County

The foregoing certificate

of Sylvia Gregory

Notary(ies) 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