

PROTECTIVE COVENANTS
of
EDGEBROOK SECTION 1

Filed _____

Book _____ Page _____

1. No lot shall be used except for residential purposes and no building shall be so erected, altered, placed or permitted to remain on any lot other than one detached single-family dwellings not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. No building shall be permitted on any lot which has a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story. In the event a one and one-half story house is constructed with less than 1000 square feet on the ground floor, the upstairs shall be completed.
3. No building shall be located on any lot nearer than 35 feet to the front line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 80 feet or more from the minimum building set-back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be placed on any lot having an area of less than 11,000 square feet.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
6. 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.
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 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.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not 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.
10. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgagee covering property in this State and in effect on the date such system is constructed. Approval of such system shall be obtained from the Health Authority having jurisdiction.
11. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially their equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgagee covering property in this State in effect on the date such system is constructed. Approval of such system shall be obtained from the Health Authority having jurisdiction.
12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1994, on which date they shall automatically expire; provident, however, that the expiration date may be extended for a period not to exceed 25 additional years by the recording of an instrument so extending the expiration date in the office of the Register of Deeds of Wake County, said instrument to be executed by the owners of a majority of the lots in said subdivision and to be recorded after the 30th day of November, 1993, and prior to January 1, 1994.
13. Enforcement 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.
14. Invalidation of any one of these covenants by judgment or Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

I, Nadell C. Hughes, Notary Public for
County of Wake, State of N. C.
do hereby certify that W. G. Edwards
personally appeared before me this date
and duly acknowledged the signing the
Witness my hand and seal, this
24th day of February, 1966.

JOHNSON & EDWARDS, INC.

W. G. Edwards
W. G. Edwards, Secretary
for the use and purpose
therein described.

Nadell C. Hughes, N.P.

STATE OF NORTH CAROLINA

Wake County

The foregoing certificate of *Nadell C. Hughes*
A Notary Public of Wake County, State of N. C.

is adjudged to be correct. Let the instrument
with the certificates, be registered.

WITNESS my hand this 25th day of

Alice H. Ray
Deputy Clerk Superior Court

Fees 2.25 Pd.

Filed for Registration at 3:00 o'clock P. M.

FEB 25 1966

and registered in the
Office of the Register of Deeds for Wake County
North Carolina, in Book 1200 Page 309

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J. A. Bawls

Daisy D. Shumaker
REGISTER OF DEEDS
DEPUTY