

WAKE COUNTY, NC 486
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
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Prepared by and hold for: Senter, Stephenson & Johnson, P.A. WCR Box 175

STATE OF NORTH CAROLINA
COUNTY OF WAKE

PROTECTIVE COVENANTS
OF
RAND MEADOWS PHASE II, A CLUSTER SUBDIVISION

Book of Maps 2004, Page 1300-1303
Wake County Registry

KNOW ALL MEN BY THESE PRESENTS that PERRY DEVELOPMENT CO., LLC, owner, developer and declarant: hereby agree with all persons, firms and corporations who hereafter acquire a lot from the above referenced subdivision (Rand Meadows Phase II, A Cluster Subdivision) that the following protective covenants shall apply to all lots conveyed out of said subdivision and said restrictions shall run with the properties by whomever owned, which covenants are as follows:

ARTICLE I

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 of lots 4 through 53 as shown on plat entitled "Rand Meadows Phase II (a Cluster Subdivision) as recorded in Book of Maps 2004, Page 1300-1303 Wake County Registry, reference to which is hereby made for greater certainty of description.

BEING all of that tract consisting of 2.08 acres more or less, designated as "Permanent Open Space" as shown on plat entitled "Rand Meadows Subdivision, Phase II (a Cluster Subdivision)" as recorded in Book of Maps 2004, Page 1300-1303 Wake County Registry, reference to which is hereby made for greater certainty of description.

BEING all of that tract consisting of 3.83 acres more or less, designated as "Permanent Open Space" as shown on plat entitled "Rand Meadows Subdivision, Phase II (a Cluster Subdivision)" as recorded in Book of Maps 2004, Page 1300-1303 Wake County Registry, reference to which is hereby made for greater certainty of description.

No property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

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.

ARTICLE II

A building unit shall consist of each lot specifically enumerated and set forth on the above referenced map. The owners of said lots may revise boundary lines of said lots, except as hereinafter provided but, may not resubdivide the lots so as to increase the number of lots within the subdivision.

ARTICLE III

All lots shall be used for residential purposes exclusively and no part of said property shall be used for business, manufacturing or commercial purposes. No portion of any lot shall be used for street purposes without the written consent of the Declarant, their successors or assigns. No structure shall be erected or allowed to remain on any lot except one (1) single family dwelling of not more than two and one-half (2 ½) stories in height (excluding any basement, which may be occupied by a single family together with an apartment to be occupied by a member of the same family or domestic servants). There may also be located upon said lot a private garage which may include quarters for servants or occupants of the main dwelling and for storage. The construction of dwellings and approved improvements shall be completed within twelve (12) months after construction has begun.

ARTICLE IV

No one-storied dwelling shall be permitted to be erected or remain on any lot with the ground floor area of the main structure exclusive of one (1) story open porches and garages less than 1600 square feet of heated space, nor less than 900 square feet of a ground floor heated space for a dwelling of two or more stories, nor less than 1000 square feet of ground floor heated space for a dwelling on one and one-half (1 ½) stories. Total finished living area for any dwelling, other than a ranch or one (1) level, shall not be less than 1800 square feet. Declarant may grant variances for fifteen (15%) percent or less for deviations due to error or inadvertence.

ARTICLE V

All buildings on any lot shall be subject to the set county guidelines unless otherwise specified (15 foot front setback 5 foot side setback, 15 foot rear setback). For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of any building, but this shall not be construed to permit any portion of a building unit to encroach upon another building unit. The location of all buildings and structures on any lot must have the prior written approval of the Declarant, which shall have the authority to grant variances for inadvertent deviations of the fifteen (15%) percent or less.

ARTICLE VI

No dwelling shall be erected or placed on any lot, having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having less than 22,000 feet, provided a dwelling may be placed on any numbered lot on the recorded subdivision map.

ARTICLE VII

Easements are reserved for the installation of utilities and drainage facilities on, over and under the front ten (10) feet, the rear ten (10) feet of each lot and five (5) feet on each side lot line. Within these easements, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with installations and maintenance of utilities and drainage facilities, or which may alter the direction of flow of drainage channels in said easements, or which may obstruct or impede the flow of water through said channels in said easements. Declarant further reserves an easement over the front twenty feet and rear twenty feet of each lot for landscaping purposes wherein the Declarant may, in its discretion, plant grass, shrubs or trees, regrade, contour or install rip-rapp for conservation purposes. The easement areas of each lot shall be maintained continuously by the lot owner, except for the improvements for which a public authority or utility may

be responsible. These easements and rights expressly include the right to cut any trees, bushes or shrubbery and do necessary grading within that area.

ARTICLE VIII

Materials approved for building are brick, concrete siding, stone or masonry stucco. Mobile homes, log homes, earthen or underground homes, shell homes, modular homes, pre-cut, pre-assembled and packaged homes or similar type buildings are expressly prohibited on any lot, except that Declarant, its successors or assigns, may in its complete discretion, approve a dwelling or appurtenant structure with some of its components being pre-cut or pre-assembled. The erection of accessory buildings and fences shall require the prior approval of the declarant. Accessory buildings shall have an exterior finish of the same material and color as the main dwelling. Periodic repainting and re-staining with the existing color may be done without prior approval, however color changes must be submitted in the form of color samples to the Declarant for prior approval. Fence materials shall consist of wood or black wrought iron. Fences shall not exceed a height of six (6) feet. Wire, chain link, concrete or vinyl fences are not permitted. No structure of a temporary character, i.e.: house trailer, tent, basement, shack, garage, barn or other accessory building may be used at any time as a residence. No window air conditioning units shall be installed so as to be visible from any street or recreational area. In the event that any dwelling or approved structure is damaged or destroyed, by whatever source, any debris remaining shall be removed within 120 days and the structure shall be restored or repaired within 365 days. In the event of a total loss of the structure, owner may elect not to replace it; however, the site shall be cleared of all debris, graded level with the contour of the land and grassed or strawed.

ARTICLE IX

Each owner shall keep his building site free of all tall grass, undergrowth, dead trees, trash and debris. All garbage, trash and other refuse shall be deposited temporarily in covered receptacles located at the rear of the dwelling. It shall be the duty of each owner to have his or her garbage removed on at least a weekly basis. No garbage shall be burned on any lot nor may any lot be used as a dumping area. Each lot shall have one driveway leading from the street which shall be paved with concrete or other material approved by the declarant. Location of such driveway shall be approved in writing by the declarant and shall not be installed without having obtained a NCDOT permit. Such pavings shall be completed simultaneously with completion of the dwelling. During construction, builders shall keep the building site free of trash and debris and shall provide their employees and agents with portable toilet facilities. If, in the opinion of the Declarant, a lot is being maintained in violation of the above standards, Declarant or its designee may, at the expense of the owner, have such conditions corrected. During construction of driveways or other land disturbing activities undertaken or landscaping purposes on lot or street right-of-way in front of lot, the lot owner undertaking such activity shall be responsible for installing erosion control devices, if needed, to control water pollution from sedimentation and to prevent accelerated erosion and sedimentation of lakes and natural water courses. These devices shall be constructed and maintained in accordance with the then current county erosion and sediment control ordinances. No construction debris, including concrete washout, shall be placed on any street right of way. Street, rights-of-way, ditches or slopes of street destroyed during construction activity shall be replaced by the lot owner responsible for such activity. No lot shall be cleared of naturally occurring trees or other vegetation without prior written approval of the Declarant.

ARTICLE X

No noxious or offensive activities shall be conducted or permitted to be conducted upon any lot nor shall anything be done or be allowed to be done which may be or may become a nuisance or an annoyance to the neighborhood. No mobile homes or truck cargo trailer shall be placed or maintained upon any lot. Boats, recreational vehicles, business trucks, campers, motor homes and trailers may not be parked overnight on any lot. No junked, dismantled, abandoned, wrecked or inoperable motor vehicles, or parts thereof, shall be allowed to remain on the property. Only motorized vehicles duly licensed by the State of North Carolina to be operated on the public streets and highways shall be operated within the subdivision or maintained or kept on the lots or premises. No signs, except "For Sale" signs, shall be erected upon any lot without the prior approval of the Developer.

ARTICLE XI

No radio, television or other antennas may be erected on a lot or structure without the prior approval of the Declarant or its assigns. Satellite discs are permitted if they are a maximum 24 inches in diameter. No radio station or short-wave radio operation shall be permitted to operate upon any lot. No outdoor poles, clotheslines or similar equipment shall be erected. No mail receptacles shall be erected unless approved by the Declarant. Garden statuary or yard art such as lamps, lights, benches, fountains, arches or stone walls, must be consistent with the general scheme of the neighborhood and shall not be erected unless approved by the Declarant. Landscaping of a minor nature such as naturalizing an area of the yard or adding low growing shrubs and bedding flowers does not require the approval of the declarant provided they do not encroach upon the neighboring properties. Other types of landscaping that is structural, alters the contour of the land, is adjacent to a property line or obstructs a neighbor's view will require the approval of the Declarant.

ARTICLE XII

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot with the following exceptions: a total of three dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. The household pets must be kept and contained on owner's property by invisible fencing, structural fencing or on a leash. No dog pens are allowed. No person shall keep, permit or cause the keeping of animals otherwise permitted which habitually or frequently make sounds, cries or utterances as may disturb the quiet, comfort or repose of any person within the subdivision.

ARTICLE XIII

Sewage disposal shall be by septic tank or by connection to a municipal or county approved sewage system, if such system is available. Septic tank installation plans shall be approved by a representative of the County Health Department or other authorized agency and the installation of a septic system shall conform to such agency approved plan.

ARTICLE XIV

In order to maintain the architectural beauty throughout the subdivision and to guard against the erection of poorly placed, designed or proportioned structures, no building, structure or fence shall be erected, altered, or permitted to remain on any building unit until a plat plan showing the location of said building, structure or fence on the lot and the plans and specifications showing the type and exterior lines thereof have been submitted to and approved in writing by the Declarant. In the event the Declarant, fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted in writing, as herein required, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

ARTICLE XV

No fuel tanks, or similar storage receptacles may be exposed to view and must be installed only within the main dwelling house, within another approved structure or buried underground in a safe and approved container.

ARTICLE XVI

These covenants shall run with the land and remain binding upon all persons or entities claiming under them for a period of twenty-five (25) years from the date of recordation, after which time they shall be automatically extended for a successive period of ten (10) years unless the then owner of a majority of the lots shall execute and record a declaration of abandonment of said covenants.

ARTICLE XVII

Enforcement of these covenants shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any of said covenants.

ARTICLE XVIII

Invalidation of any one of these covenants or any portion thereof by any court shall in no way affect the validity of the others which shall remain in full force and effect.

ARTICLE XIX

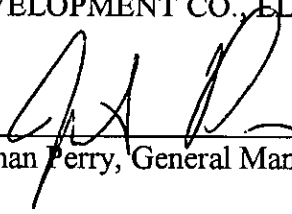
Any and all authority delegated to the Declarant by these covenants shall be transferred to a Homeowners Association formed by the Declarant and homeowners dues will be set and shall apply to all homeowners as monthly dues. All homeowners shall be subject to the bylaws of the Homeowners Association. Such transfer shall take place when all lots have been conveyed by the developer, provided such association has been formed at that time. If no association has been formed at the time of the last conveyance by Declarant, the transfer shall take place upon the formation of such an association. In no event shall Declarant be responsible for enforcing these covenants after a period of twelve (12) months has elapsed since Developer's conveyance of the last lot. All areas subject to these covenants which are designated as "permanent open space" shall be deeded to the Homeowners Association at the time of its formation and the Homeowners Association shall be responsible for the maintenance of said "permanent open space" areas.

ARTICLE XX

In the event of litigation to enforce the provisions of these covenants, the party or parties determined to be in violation of these covenants shall pay the reasonable attorney's fees of the Declarant or the Homeowner's Association.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 8th day of July, 2004.

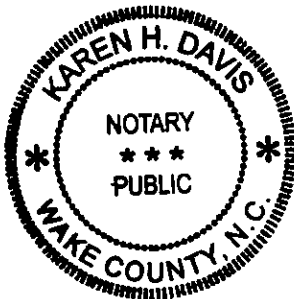
PERRY DEVELOPMENT CO., LLC

By:  (Seal)
Jonathan Perry, General Manager

NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned notary public, do hereby certify that Jonathan Perry, personally appeared before me and acknowledged that he is General Manager of Perry Development Co., LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him as General Manager aforesaid.

Witness my hand and notarial seal, this 8th day of July, 2004.



Karen H. Davis
Notary Public

My Commission Expires: 4/25/05



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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 Karen H. Davis

____ 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 page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: Sheila Chestnut
Assistant/Deputy Register of Deeds

This Customer Group

____ # of Time Stamps Needed

This Document

____ New Time Stamp
6 # of Pages