

BOOK 2413 PAGE 167

NORTH CAROLINA
WAKE COUNTY

AMENDED DECLARATION
OF
PROTECTIVE COVENANTS

THIS DECLARATION, made this 16TH day of June, 1976, by
WILLARD H. GAY and wife, MARY ANN H. GAY, of Wendell, North Carolina,
hereinafter called "Declarants".

W I T N E S S E T H:

WHEREAS, Declarants previously subjected a portion of the
property described in Paragraph 1. to certain Protective Covenants,
per Declaration recorded in Book 2205, Page 341, Wake County Registry,
and;

WHEREAS, by instrument recorded in Book 2353, Page 274, Wake
County Registry, said Protective Covenants were withdrawn as to
portions of said property, and;

WHEREAS, the Declarants are the owners of the real property
described in Paragraph 1. of this declaration and are desirous of
subjecting said real property to the Protective Covenants hereinafter
set forth, each and all of which is and are for the benefit of such
property and for each owner thereof, and shall inure to the benefit
of and pass and run with said property, and each and every lot or
parcel thereof, and shall apply to and bind the successors in interest
and any owner thereof;

NOW, THEREFORE, the Declarants hereby declare that the property
hereinafter described is and shall be held, transferred, sold, and
conveyed subject to the protective covenants set forth below:

1. Property Protected. The real property which is and shall be
held, transferred, sold, and conveyed subject to the Protective
Covenants in this declaration is located in Marks Creek Township, Wake
County, North Carolina, and is more particularly described as follows:

Being all of the lots designated and set forth
as Section 5, Gaylee Village Subdivision, per plat
thereof recorded in Book of Maps 1973, Page 429, Wake
County Registry; except Lots 55, 56, 57, 58, 59, 60,
61, 62, 63, 128, 129 and 147, which specifically
numbered lots are excluded from this declaration.

2. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any lot 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. Dwelling Costs, Quality, and Size. That no dwelling shall be permitted on any lot at a cost of less than \$17,500.00 based on cost levels prevailing on the date these covenants are recorded. It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall not be less than 1000 square feet for a one-story dwelling, nor less than 900 square feet on the ground floor for a dwelling of more than one story.

4. Building Location. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 20 feet to any side street line, according to plats of said property by Harold B. Mullen, R. L. S., Zebulon, North Carolina, and recorded in the Wake County Registry, North Carolina. No building 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 100 feet or more from a street line. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of any building, but this may not be construed to permit any portion of a building on a lot to encroach on another lot.

5. Lot Area in Width. No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 13,500 square feet, provided a dwelling may be erected on any lot as shown on the subdivision plat.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved along and over a 10-foot wide

strip on all sides of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for the improvements for which a public authority or utility company is responsible.

7. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. Temporary Structure. No structures of a temporary character, mobile home, 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.

9. Signs. No sign of any kind shall be displayed to the public's view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

10. Animals. Domestic house pets only. No poultry, rabbits, pigs, horses, cattle, sheep, or goats shall be raised, bred, or kept on any lot, nor shall any domestic or non-domestic animals be commercially raised, bred or kept.

11. Term. 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 25 years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. Willard H. Gay stipulates, covenants, and agrees on behalf of himself and of any

and all persons, firms, or corporations, who or which may hereafter acquire any lot or lots as described in Paragraph 1. hereinabove, that any violation of the restrictions and limitations as to use thereof, as hereinabove set forth, shall entitle any person or persons or corporation who or which may own any lot or lots as above set out to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce and comply with the restrictions and limitations herein set forth. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, WILLARD H. GAY and wife, MARY ANN H. GAY, have hereunder set their hands and seals, this the day and year first above written.

Willard H. Gay (SEAL)
WILLARD H. GAY

Mary Ann H. Gay (SEAL)
MARY ANN H. GAY

NORTH CAROLINA
WAKE COUNTY

I, Carol S. Sheerman, a Notary Public, do hereby certify that WILLARD H. GAY and wife, MARY ANN H. GAY, personally appeared before me this day and acknowledged the due execution of the foregoing AMENDED DECLARATION OF PROTECTIVE COVENANTS.

Witness my hand and notarial seal, this 16 day of June, 1976.

Carol S. Sheerman
NOTARY PUBLIC

My commission expires May 26, 1980

NORTH CAROLINA
WAKE COUNTY

The foregoing certificate of Carol S. Sheerman, Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 2413, Page 167, this 25 day of June, 1976, at 4:55 P. m.

R. B. MCKENZIE
Register of Deeds

By: Mary S. Peoples
Deputy Register of Deeds