

Wake County NC 127
Laura M Riddick, Register Of Deeds
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Prepared by and after recording return to
Malcolm E Harris, Attorney at Law
P O Box 1100 Wake Forest, NC 27588-1100

NORTH CAROLINA
COUNTY OF WAKE

PROTECTIVE COVENANTS

THIS DECLARATION, made this 6 day of July, 1999, by DC Developments, LLC, a North Carolina Limited Liability Company, hereinafter called Declarant,

WITNESSETH

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is 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 apply to and bind the successors in interest and any owner thereof

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article I hereof is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth below

Article I

The real property which is subject to these covenants is known as Cardinal Park Subdivision, located in Wake County, North Carolina, and is more particularly described as follows

Being all of Tract 1 according to that map entitled "Re-Division of Mary J King Bennett Property Subdivision", prepared by Sherrill H Styers, Land Surveyor, dated 2-28-99 and now on file in the Office of the Register of Deeds of Wake County in Book of Maps 1999, page 367, to which map reference is hereby made for a more particular description of same

No other 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 herein described is subjected to the Protective Covenants hereby declared to insure the best use and the most appropriate development and improvements of each lot thereof, to protect the owners of lots against such improper use of surrounding lots as will

depreciate the value of their property, to preserve so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials, to obtain a harmonious color scheme, to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots, to prevent haphazard inharmonious improvements on lots, to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of investments made by purchasers of lots therein

Article II

The lots described in Article I hereof shall be used as residential lots. No residential building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed three stories in height and private garage for not more than two cars.

Article III

Declarant shall designate and appoint an Architectural Committee composed of three persons (hereinafter referred to as the "Committee"). The Declarant will appoint all of the original members and all replacements of the Committee until Declarant has assigned this power to the owners of the lots constituting the real property described above plus all additional property made subject to these protective covenants as described herein.

NO SITE PREPARATION AND NO CONSTRUCTION, ERECTIONS, OR INSTALLATION OF ANY STRUCTURES, FACILITIES, OR OTHER IMPROVEMENTS WHATSOEVER INCLUDING TREE REMOVAL, FENCES, WALLS, MAIL BOXES, OUTSIDE LIGHTING, NEWSPAPER BOXES, SCREEN PLANTINGS, AND LANDSCAPING, SHALL BE UNDERTAKEN ON ANY LOT WITHIN THE SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLANS HAVE BEEN SUBMITTED TO THE COMMITTEE, AND THE COMMITTEE HAS GIVEN WRITTEN APPROVAL AS TO THE LOCATION OF THE PROPOSED STRUCTURES, FACILITIES AND IMPROVEMENTS WITH REGARDS TO TOPOGRAPHY, FLOWING AND IMPOUNDED WATERS, BEGINNING AND FINISHED GROUND ELEVATIONS, EXISTING TREES AND SHRUBS, TREES AND SHRUBS TO BE PLANTED, AND NEIGHBORING STRUCTURES, AND HAS ALSO GIVEN WRITTEN APPROVAL OF THE PROPOSED STRUCTURES, FACILITIES, AND IMPROVEMENTS WITH RESPECT TO CONFORMITY AND HARMONY OF THE EXTERNAL DESIGN, EXTERIOR COLORS, AND EXTERNAL MATERIALS, THEREOF WITH OTHER PROPOSED OR EXISTING STRUCTURE AND IMPROVEMENTS AND THE GENERAL CHARACTER OF THE SUBDIVISION.

The further written approval of the Committee shall be required for any alterations of any approved plans, or subsequent to construction, the alteration or modifications of structures and improvements, insofar as the modification or alteration would affect the conformity and harmony of the external materials with other proposed or existing structure and improvements and general character of the real property made subject to these protective covenants

In the event Declarant or the appointed Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, and in any event, if, after the submission, no suit to enjoin the erection of any building authorized in these Articles has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with

Article IV

DWELLING SIZE, Except with the prior written approval of the Architectural Committee described above, no single-story residential structure which has less than 1500 square feet of heated area or multi-story residential structure which has less than 1600 square feet of heated area, both exclusive of porches, breeze-ways, steps and garages shall be erected or placed or permitted to remain on any lot. All single story residences shall have a roof pitch of not less than 7/12, and one and one-half story residences shall have a roof pitch of not less than 10/12, and all two or three story structures shall have a roof pitch of not less than 8/12. Roof pitches for contemporary designed houses will be approved on an individual basis by the Committee

The Declarant reserves the right to waive in writing any minor violation of this Article. Any violation which does not exceed 10% shall be considered a minor violation.

Article V

All structures in the subdivision shall meet the following criteria,

A Exterior siding for each dwelling and garage shall be either brick veneer, stone, vinyl, wood, or concrete siding

B Each dwelling unit shall have a driveway of concrete paving and approved by the Architectural Committee. Such driveway shall be a minimum of 16 feet wide at the street, and may decrease in width as it runs into the lot, provided it may not be less than 10 feet wide at any point

C Each dwelling shall have a roof made of an architectural shingle approved by the Architectural Committee. All approved roofs will have a minimum warranty of 20 years

D All mail boxes and lamp posts, if any, shall be the same and approved by the Declarant, its successors or assigns

E All exterior yard light posts, if any, shall be the same and must be approved by the declarant, its successors and assigns

F Each dwelling must have at least 100 square feet of decking entirely constructed of treated materials

G Neither carports nor canopies for motorized vehicles shall be permitted to be built or remain upon any lot

H Above ground pools shall not be permitted to be built or remain upon any lot

Article VI

No dwelling shall be erected on any lot nearer to the front lot line than 30 feet, nor nearer to a side lot line than 10 feet, provided, however, on corner lots the dwelling may face either street and may be located no nearer than 30 feet to one street if the same is at least 30 feet from the other street, and no nearer to a rear lot line than 20 feet

Article VII

A dwelling may be placed on more than one lot provided that plans and specifications for the same have been approved by Declarant or the appointed Architectural Committee

Article VIII

No noxious or offensive trade or 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 trade materials or inventories (except during construction) may be stored upon the premises and no trucks, tractors or inoperable automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot

Article IX

No trailer (except recreational vehicles and boats which are parked behind the dwelling and screened from street view), tent, shack, or barn shall be erected or placed on any lot covered by these covenants. No detached structure shall be permitted on any lot, unless pre-approved in writing by the Architectural Committee

Article X

No animals, livestock, or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats or household pets may be kept, provided that they are not bred or maintained for any commercial purpose. Any animal pens must be approved by the Declarant or the appointed Architectural Committee.

Article XI

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors and assigns.

Article XII

No fence, wall, hedge, or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot. Chain link fencing shall not be permitted to be erected or to remain on any lot.

Article XIII

All public and private utility distribution lines and facilities to be located in the subdivision shall be placed underground. Declarant reserves the right to subject the subdivision to a contract and easement with Wake County, Sprint, Wake Electric Membership Co-operative, and any other public or private utility company for the installation of underground utility cables and facilities, and for the installation of street lighting which may require a continuing monthly payment to the utility by the owner of the lot whereon the lights are located, or, a continuing monthly payment by each lot owner for a proportional part of the total street lighting cost.

Article XIV

These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots, or by the owners of not less than seventy-five percent (75%) of the subdivided lots or parts of said subdivision to which these restrictions apply, when Declarant shall no longer own any lot in the Subdivision. Such instrument shall be recorded in the Wake County Registry.

Article XV

Declarant dedicates and reserves utility easements across and under an area 30 feet in width located 15 feet on either side of all front, side and rear lot lines. Any recombination of lot areas that results in a different side lot or rear lot line shall change the area subject to this easement, provided however, that no such recombination shall affect the rights of any person,

firm, or corporation resulting from the physical location of utility lines or facilities in any such easement area prior to such recombination

Article XVI

The owner of each lot shall provide adequate off street parking for all motor vehicles owned by the occupants of such lot. There shall be no parking of motor vehicles in the streets in the subdivision.

Article XVII

Each owner shall maintain all buildings on his lot in a neat and pleasing manner, and shall keep such lot free and clear of all tall grass, unsightly undergrowth, dead trees, trash and rubbish. For so long as Declarant owns a lot which is subject to these Protective Covenants, Declarant shall have the right, but not the obligation, to enforce this provision by specific performance, or, in the alternative, to have the lot and/or buildings cleaned up and maintained and to recover all costs incurred in doing so from the owner, including court costs and reasonable attorney's fees.

Article XVIII

Unless approved in writing by the Architectural Committee no satellite television reception dishes or other devices for the receipt of electromagnetic signals shall be located on any lot subject to the Protective Covenants. Any person desiring to install an exterior television antenna shall first obtain the approval of the Architectural Committee regarding the size, shape, location, proportion, and all other matters regarding the impact of the proposed antenna on the appearance of the house. The Architectural Committee shall exercise its sole discretion in approving or withholding any such approvals. The Architectural Committee may approve the installation of such digital satellite dishes which are not in excess of 18 inches in diameter and which so shielded as not to be visible from any street bordering the building lot.

Article XIX

The Declarant reserves an easement on the lots which border Mockingbird Lane as shown on the above referred map for the purposes of locating thereon entrance signs and landscaping for the entrances to the subdivision. Included in the rights reserved by Declarant is the right to go on the easement area and to plant and maintain plants, shrubs, and trees and to maintain, repair, and replace any signs or portions thereof located on such lots. The rights retained hereunder by Declarant shall be for the benefit of the Declarant, and for any person, firm, or corporation which shall hereafter own any lot in the subdivision. Entrance and common landscaped area maintenance will be the responsibility of Developer until such time as 75% of all lots are sold. At that time Developer will notify homeowners and this responsibility will be taken over by neighborhood homeowners.

Article XX

Enforcement of these covenants shall be by proceedings at law or in equity by the owner(s) of any lot and/or by the Declarant against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages

Article XXI

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

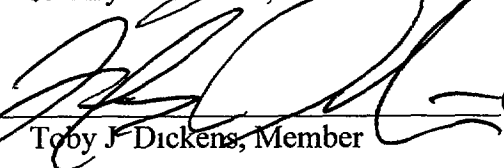
Article XXII

These covenants are to run with the land and shall be binding upon on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in full or in part

IN TESTIMONY WHEREOF, DC Developments, LLC has caused this Declaration to be signed in its name by at least one of its Members and as the duly authorized act of the Company the day and year first above written

DC Developments, LLC

By  (SEAL)
Jeremy L. Connell, Member

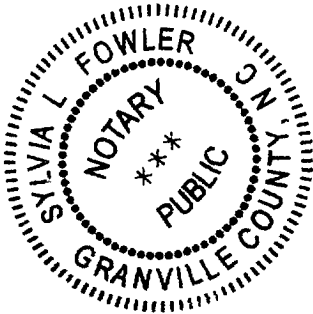
By  (SEAL)
Toby J. Dickens, Member

NORTH CAROLINA
COUNTY OF Granville

I, a Notary Public of the County and State aforesaid do certify that Jeremy E Connell and Toby J Dickens, the Members of DC Developments, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of and as the act of the Company Witness my hand and official stamp or seal, this 16 day of July, 1999

My Commission Expires
2-16-2004

Sylvia L Fowler
Notary Public



Laura M Riddick
Register of Deeds
Wake County, NC



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

North Carolina - Wake County

The foregoing certificate___ of _____

Sylvia L. Fowler

____ 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 Frederick C. Baymon
Assistant/Deputy Register of Deeds

This Customer Group

____ 1 ____ # of Time Stamps Needed

This Document

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____ 9 ____ # of Pages