

AKINS, HARRELL, MANN & PIKE
Post Office Box 10187
Raleigh, North Carolina 27605

BOOK 2519 PAGE 747

NORTH CAROLINA
WAKE COUNTY

RESTRICTIVE COVENANTS FOR
DEERFIELD PARK, SECTION NO. 3

KNOW ALL MEN BY THESE PRESENTS, that Prior Construction Company, Inc. a North Carolina corporation having its principal office in the City of Raleigh, Wake County, North Carolina, does hereby covenant, stipulate and agree on behalf of itself and to and with all persons, firms, and corporations who or which may hereafter acquire any lot or lots in the subdivided area embraced in the development known as "Deerfield Park - Section No. 3", as shown on a plat thereof recorded in the office of the Register of Deeds of Wake County, North Carolina, in Map Book 1977, Volume 4, Page 434 shall be subject to the following restrictions and limitations as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single-family dwellings not to exceed two and one-half stories in height and a private garage for not more than two cars. Lot 8, Section No. 1, is reserved for the installation, use and operation of a well for purposes of providing water to the owners of lots in Deerfield Park.

2. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials 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 garages, shall be not less than 1,100 square feet for a one-story dwelling, nor less than 900 square feet on the second floor for a dwelling of more than one story.

3. BUILDING LOCATION:

(a) No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 10 feet to any side street line.

(b) No building shall be located nearer than 10 feet to an interior lot line; provided, however, that no two adjacent buildings shall be nearer one another than 20 feet. A building may be located as close as 8 feet from an interior lot line provided the building on the lot adjoining is located 12 feet or more from the same interior lot line.

(c) 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 or any easement shown on the subdivision map.

(d) Prior Construction Company, Inc. reserves the right to waive minor violations of the building location as set forth in this paragraph. (Violations not in excess of 10 percent of the minimum requirements shall be deemed minor).

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 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 8,500 square feet. Prior Construction Company, Inc. reserves the right to waive minor violations of the lot area and width requirements as set forth in this paragraph. (Violations not in excess of 10 percent of the minimum requirements shall be deemed minor).

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet 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 these improvements for which a public authority or utility company is responsible.

6. NUISANCE: 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. TEMPORARY STRUCTURE: No structure of a temporary character, trailer, basements, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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

9. LIVESTOCK AND POULTRY: 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.

10. GARBAGE AND REFUSE DISPOSAL: 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.

11. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 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 whole or in part.

13. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or recover damage. Prior Construction Company, Inc. covenants, stipulates and agrees on behalf of itself and of any and all persons, firms, corporations, who or which may hereafter acquire any lot or lots in the said development known as "Deerfield Park - Section No. 3", that any violation of the restrictions and limitations as to use thereof hereinafter set forth shall entitle any person or persons or corporations who or which may then own any lot or lots in said development to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations herein set forth.

14. Prior Construction Company, Inc. reserves for itself the right to use the streets of "Deerfield Park - Section No. 3" for gas, water, sewer pipes, electric light poles and for such other reasonable uses as it may see fit to make of said areas not inconsistent with the use thereof for purposes of public travel.

15. **SEVERABILITY:** Invalidity of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Prior Construction Company, Inc. has caused this instrument to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Secretary, all by authority duly given, this 19th day of April, 1977.

PRIOR CONSTRUCTION COMPANY, INC.

By R. B. Prior
R. B. Prior, President

ATTEST:

Gary R. Prior
Gary R. Prior, Secretary

NORTH CAROLINA

WAKE COUNTY

This 19th day of April, 1977, before me, a Notary Public, personally came Gary R. Prior, who being duly sworn, says that he is Secretary of Prior Construction Company, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said Gary R. Prior acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 19th day of April, 1977.

Linda D. Saunders
Notary Public

My Commission Expires:

7/6/81



NORTH CAROLINA
WAKE COUNTY

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CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS: THAT

Whereas, the undersigned, Ruby May Lee Barker, owner and holder of the following described deed of trust which vobers property described in the annexed restrictive covenants of even date herewith, of which this is a part:

Deed of Trust executed by Prior Construction Company, in Book 2304, Page 322, Wake County Registry, securing a Promissory Note payable to Ruby May Lee Barker, in the face amount of \$80,520.00, in which William A. Mann is named as Trustee;

Whereas, the undersigned, Ruby May Lee Barker, and William A. Mann, Trustee, desire by the execution of this instrument to subordinate said deed of trust to the foregoing declaration of restr ictive covenants.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, the said Ruby May Lee Barker, and William A. Mann, as Trustee in said Deed of Trust, hereby consent to the execution and delivery of the foregoing "Restrictive Covenants for Deerfield Park, Section No. 3" and to the filing thereof in the office of the Register of Deeds of Wake County, North Carolina, and they do hereby further subject and subordinate said deed of trust to the foregoing instrument.

This 19th day of April, 1977.

Ruby May Lee Barker (SEAL)
Ruby May Lee Barker

William A. Mann Trustee (SEAL)
William A. Mann, Trustee

NORTH CAROLINA

WAKE COUNTY

I, Linda D. Saunders, a Notary Public, do hereby certify that RUBY MAY LEE BARKER and WILLIAM A. MANN, Trustee, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 19th day of April, 1977.



My Commission Expires: 7/6/81

Linda D. Saunders
Notary Public

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate is of Linda D. Saunders

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2519 Page 747
This 7 day of July, 1977 at 11:00 o'clock A.M.
R. B. MCKENZIE, JR., Register of Deeds

FORM 19

By Joyce B. Johnson
DEPUTY REGISTER OF DEEDS