

BOOK 1909 PAGE 257

NORTH CAROLINA

WAKE COUNTY

PROTECTIVE COVENANTS OF
SECTION I SCOTTISH HILLS
SUBDIVISION BOOK OF MAPS 1969
VOLUME III PAGE 272
WAKE COUNTY REGISTRY

THIS DECLARATION, made this 1st day of March, 1969, by
Five, Incorporated, a North Carolina corporation, hereinafter
called Declarant;

W I T N E S S E T H:

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 here-
inafter set forth, each and all of which is and are for the bene-
fit 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 Declarant hereby declares that the
real property described in and referred to 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, and shall be held, trans-
ferred, 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 particular-
ly described as follows:

All of those lots, not marked reserved, and
shown on a map of Scottish Hills Subdivision
Section I which is recorded in Book of Maps
1969 Volume III Page 272 Wake County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement 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 material; to obtain harmonious color schemes; 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 and in-harmonious improvement of lots; to secure and maintain proper set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. Additional lots in Scottish Hills may be subjected to these covenants by appropriate reference to this declaration.

ARTICLE III

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 one detached single family dwelling not to exceed two and one-half stories in height and at a private garage for not more than two cars.

ARTICLE IV

No dwelling shall be permitted on any building unit which dwelling has a ground floor area of the main structure, exclusive of basement, porches, garages and storage areas, of less than twelve hundred square feet for a one-story building nor less than eleven hundred square feet on the ground floor of a one and one-half story dwelling; provided that dwellings of one and one-half stories shall have at least two hundred and fifty square feet of finished living area on the second floor, which finishing shall be of materials and workmanship equal to those on the ground floor. Two story dwellings shall have a minimum of eight hundred square feet on the first floor and six hundred and fifty square feet of finished living area on the second floor. Split-level houses shall have a minimum floor area of twelve hundred square feet, exclusive of basement or unfinished area, or shall have a minimum floor area of eleven hundred square feet, exclusive of basement or unfinished area if the basement level contains additional floor area of at least two hundred and fifty square feet of living area finished as to workmanship and materials comparable to the remaining level or levels.

ARTICLE V

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales.

ARTICLE VI

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 30 feet, provided, however, that on a corner lot a dwelling may be located not nearer than twenty feet to one street if the same is at least 30 feet from the other street. No building shall be located nearer than 10 feet to an interior lot line except that a 5 foot side yard shall be permitted for a garage or other permitted accessory building not attached to the main dwelling and located one hundred feet or more from the minimum building set back line. For the purpose of this covenant eaves, steps and chimneys coming no closer than 9 feet to the side lot line, (said chimneys to not be more than 10 feet in width) shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the set back and side line requirements set forth in this paragraph. (Violations not in excess of ten per cent of the minimum requirements shall be deemed minor.)

ARTICLE VII

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than seventy feet at the building set back line nor shall any dwelling be erected or placed on any lot having an area of less than ten thousand square feet.

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ARTICLE VIII

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 those improvements for which a public authority or utility company is responsible.

ARTICLE IX

NUISANCES. 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 any annoyance or nuisance to the neighborhood. No trade materials or inventories 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 X

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other out building except as garage for not more than two

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automobiles shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE XI

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XII

In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building or fence shall be erected or allowed to remain on said property, nor shall any alterations on any building or fence on said property be made until the plot plan showing the location of said building or fence on the lot and the plans and specifications showing the type of exterior lines or height thereof shall have submitted to and approved in writing by Five, Incorporated, or by such committee or agent as it shall designate. In the event Five, Incorporated or the committee or agent appointed by it shall fail to approve or disapprove such design or location within thirty days after said plans or specifications have been submitted as herein required such approval shall not be required and this covenant shall be deemed to have been complied with fully. A copy of such plans shall, at no cost to Five, Incorporated, be prepared and presented to Five, Incorporated which plans shall be retained by Five, Incorporated permanently. Neither Five,

Incorporated nor any architectural committee or agent designated by it shall be entitled to any compensation for services performed pursuant to this covenant. No approval of plot plan or plans or specifications by any corporation or persons designated in this paragraph shall be deemed permission to violate these covenants, regardless of the fact that the plot plan and/or plans and specifications clearly indicate the violations; and no such approval by said persons or corporation shall create an estoppel against the corporations executing this agreement or any person in the enforcement of these covenants. The requirements of this paragraph terminate upon the happening of any of the following events:

1. Five, Incorporated executes and records in the Wake County Registry an instrument terminating the requirements of this paragraph XII;

2. The dissolution or loss of corporate charter of Five, Incorporated.

ARTICLE XIII

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 twenty-five 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, agreed to change said covenants in whole or in part.

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ARTICLE XIV

ENFORCEMENT. 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.

ARTICLE XV

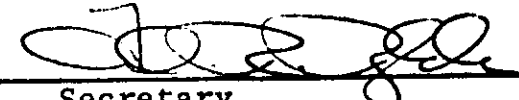
SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereunto affixed, by order of its Board of Directors duly given, all as of the day and year first above written.

FIVE, INCORPORATED

BY: 
President

ATTEST:


Secretary

NORTH CAROLINA

WAKE COUNTY

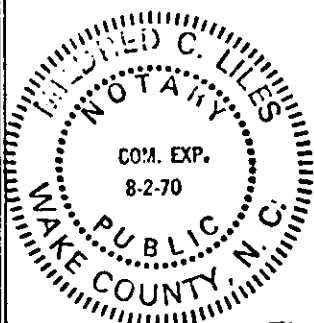
This 1st day of March, 1969

REYNOLDS & FARMER
ATTORNEYS AT LAW
318 WEST EDENTON STREET
RALEIGH, N. C. 27603

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personally came before me Mildred C. Liles, a
 Notary Public in and for the County and State aforesaid, _____
W. Cack Hett, who, being by me duly sworn, says
 that he is the President of Five, Incorporated, that the seal
 affixed to the foregoing instrument in writing is the corporate
 seal of the company, and that said writing was signed and sealed
 by him, in behalf of said corporation, by its authority duly
 given, and the said W. Cack Hett acknowledges
 the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal this 1st
 day of March, 1969.



Mildred C. Liles
 Notary Public

My commission expires: 8-2-70

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate _____ of

Mildred C. Liles

Notary(ies) Public is
 (are) certified to be correct. This instrument was presented for registration and recorded in this
 office in Book 1909, Page 257
 This 9 day of Jan, 1970, at 1:40 o'clock P. M.

J. A. ROWLAND, Register of Deeds.
 By Alice J. Dean
 Deputy Register of Deeds

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