

NORTH CAROLINA

WAKE COUNTY

RECORDED
JUL 12 20 1984
KENDALL J. HARRIS
REG. CLERK
WAKE COUNTY, NC

PROTECTIVE COVENANTS

NATURES REACH

BOOK 3314 PAGE 399

THIS DECLARATION, made this 6 day of July, 1984, by MCS Properties, a general partnership, organized under the laws of the State of North Carolina and having its principal office in Wake County, North Carolina, hereinafter called Declarant.

PURPOSE AND INTENT

The Declarant is the owner of the real property described herein and is desirous of subjecting the property to the protective covenants set out herein each of which is for the benefit of such property and for each owner thereof and shall insure to the benefit of and run with the said property and each and every lot thereof, and shall apply to and bind the successors in interest and any owner thereof.

It is further the intent of the Declarant that the real property described herein be subjected to the protective covenants and restrictions hereinafter set forth for the purpose of insuring 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 tend to depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location thereof on lots; to prevent haphazard and inharmonious improvements of lots; to insure 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 enhance the values of investments made by purchasers of lots herein. WHEREFORE the Declarant hereby declares that the real property described in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in this Declaration.

1. PROPERTY SUBJECT TO COVENANTS: The following described lots shall be subject to these protective covenants:

BEING all of Lot Numbers 1 - 42, inclusive as shown on the Plat entitled "Natures Reach, Holly Springs Township, Wake County, North Carolina, MCS Properties", dated November 1, 1984, prepared by Harry M. Williams III, Registered Land Surveyor, recorded in Book of Maps 1984, Page 670 of the Wake County Registry, North Carolina.

No property other than that described above shall be deemed subject to this 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.

2. USE OF PROPERTY: 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 stories in height (exclusive of basement and attic) and a private garage for not more than three cars, which garage may contain living quarters for immediate family and parents, or servants.

3. APPROVAL OF IMPROVEMENTS: No building, mail box, outside

lighting, newspaper box, screen planting, or other improvements shall be erected, placed or altered on any lot in said development until the plans, specifications and plat showing the location of such improvement, have been approved in writing as to conformity and harmony of external design with existing structures in the development and as to location of the improvements with respect to topography and finished ground elevation by DECLARANT, or an architectural committee (The Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. In the event Declarant, or The Architectural Committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it or, in the case of the main dwelling and garage, if no suit to enjoin the erection thereof or the making of any alterations thereto 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. Members of The Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

4. COMPLETION OF STRUCTURES: The exterior of all houses or other structures must be completed within one year after construction shall have commenced, except where completion is impossible or would result in great hardship on the owner or builder due to strike, fire, national emergency or natural calamities. The Declarant shall have the right and option to impose on any lot sold by it, by appropriate reference in its deed of conveyance, a requirement that construction commence on all improvements on said lot within one year of the date of conveyance by Declarant.

In the event Declarant determines that construction is not begun or completed as required by this covenant, and upon ten days written notice

by the Declarant of the violation, the Declarant may impose on the property owner a charge of \$100 per day, as liquidated damages, for each day the violation continues.

5. SETBACK REQUIREMENT: No dwelling shall be erected on any lot nearer to the front street than 50 feet, nearer to a side street than 25 feet, or nearer to any sideline than 15 feet. For the purpose of this covenant eaves, steps and open porches shall not be considered a part of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.

6. MINIMUM SQUARE FOOTAGE: All dwellings constructed on lots in this subdivision shall have an enclosed, finished, heated area of the main structure, exclusive of basements, attics, open porches, breezeways and garages of no less than 1,500 square feet, measured by exterior dimensions. In the event the dwelling has an attached, fully enclosed, garage the minimum required square footage of enclosed finished heated area within the structure may be reduced by 1/2 of the total area within the garage provided that the maximum such reduction shall be 200 square feet. One and one-half and two story dwellings shall have a minimum of 1,000 square feet of finished living area on the main floor level, except that such minimum area may be reduced according to the provisions of this Paragraph relating to garage area.

7. DRIVEWAYS: All driveways must be paved a minimum distance of 60 lineal feet, measured from the edge of the street to which the drive connects.

8. WELL HOUSE: Each exposed well site, water pump or pipe on any lot within the subdivision shall be enclosed by a structure approved pursuant to Paragraph 3 herein.

9. MAINTENANCE OF LOTS: It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept

conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Non-operating cars, unused objects or apparatus or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects or other pests. Each purchaser of a lot within the subdivision will cause each lawn to be mowed as needed, cause the maintenance and protection of landscaping insuring proper drainage of the lots so as to prevent soil erosion and cause maintenance of the home or any other structures or improvements located on said lot insuring its good condition and appearance. All yard tools, mowers, tillers or other yard care equipment shall be stored out of sight of the general public and neighbors.

10. SUBDIVISION OF LOTS: No lot or combination of lots shall be re-subdivided in such a manner that will result in there being more than the present number of lots shown on said recorded plat.

11. OFFENSIVE ACTIVITIES: 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 may be stored upon 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 professional or business office of any kind, a fraternity house, a rooming house, a boarding house, an antique or gift shop, shall be carried on upon any lot. Each lot owner shall provide receptacles for garbage in any area not visible from the front of the dwelling located on each lot.

12. RESTRICTIONS ON MOBILE HOMES AND USE OF TRAILERS: No mobile

home, modular units, single or double-wide, shall be erected or placed on any lot covered by these covenants, under any circumstances. No pre-engineered, pre-fabricated buildings may be erected on any lot without the prior written approval of the Declarant and unless otherwise approved pursuant to the provisions of Paragraph 3 herein. A storage shed or barn (or both) may be permitted on a lot after a plot plan showing the proposed location and the plans and specifications or a photograph have been approved by Declarant, its successors or assigns, or The Architectural Committee. No metal shed or barn shall be permitted. Travel trailers or other recreational vehicles may be parked behind the front of the dwelling on any lot covered by these covenants by the owners of such lot but such trailers or other vehicles may not be used as a residence either permanently or temporarily.

13. ANIMALS: No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept on lots provided that said animals are not kept or maintained for any commercial purposes.

14. FENCES: Any fences or walls placed or to be placed on any lot within the subdivision shall be subject to approval as to design and location by The Architectural Committee pursuant to Paragraph 3 herein.

15. PARKING: Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner and no parking will be permitted on the streets. No vehicles, trucks or trailers larger than two tons shall be permitted to be parked on any lot or street except those vehicles delivering building materials to develop

or improve the lots within the subdivision.

16. VARIANCES: In the event that a dwelling is constructed nearer to the adjacent lot line than is permitted by these restrictive covenants, such violation may be waived by the execution and recording in the Wake County Registry of an instrument in writing signed by the declarant, and by the owners of the adjacent lot on the side on which the violation occurs. Declarant further reserves the right to waive violations not in excess of ten percent of the front and side street lot line setback requirements. Upon the execution and recordation of such waiver or waivers, such violations shall not thereafter be deemed existing.

17. UTILITY EASEMENTS: Declarant reserves the right to subject said property to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each lot.

18. HUNTING AND TRAPPING: No hunting or trapping shall be permitted on any lot covered by these covenants.

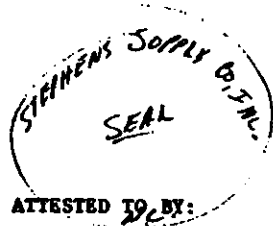
19. TERM OF COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

20. ENFORCEMENT: If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons

owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

21. INVALIDATION: Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way 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, MCS PROPERTIES, has caused this instrument to be executed in its name by the general partners this the day and year first above written.



ATTESTED TO BY:

Lucille S. Stephens
Lucille S. Stephens, Secretary

M.C.S. PROPERTIES, A JOINT VENTURE

STEPHENS SUPPLY COMPANY, INC., Partner

Wray M. Stephens (SEAL)
Wray M. Stephens, President

Charles C. McLaurin (SEAL)
Charles C. McLaurin, Partner

Wray M. Stephens (SEAL)
Wray M. Stephens, Partner

James I. Stephens (SEAL)
James I. Stephens, Partner

NORTH CAROLINA

BOOK 3314 PAGE 407

WAKE COUNTY

This 9th day of ^{July} ~~May~~ 1984, personally appeared before me, the undersigned, a Notary Public in and for the County of State aforesaid, CHARLES C. MCLAURIN, who being by me duly sworn, says that said writing was signed and sealed by him in behalf of MCS PROPERTIES, by its authority duly given, and the said CHARLES C. MCLAURIN acknowledged the said writing to be the act and deed of said MCS PROPERTIES.

WITNESS my hand and seal this 9th day of July, 1984.



Lewis R. Alexander
Notary Public

My commission expires: 4/2/89

NORTH CAROLINA

WAKE COUNTY

This 9th day of ^{July} ~~May~~ 1984, personally appeared before me, the undersigned, a Notary Public in and for the County of State aforesaid, WRAY STEPHENS, who being by me duly sworn, says that said writing was signed and sealed by him in behalf of MCS PROPERTIES, by its authority duly given, and the said WRAY STEPHENS acknowledged the said writing to be the act and deed of said MCS PROPERTIES.

WITNESS my hand and seal this 9th day of July, 1984.



Lewis R. Alexander
Notary Public

My commission expires: 4/2/89

NORTH CAROLINA

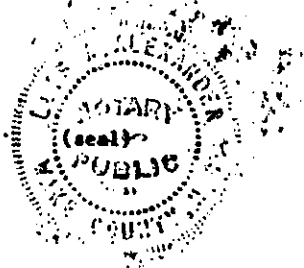
BOOK 3314 PAGE 408

WAKE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Lucille S. Stephens personally came before me this day and acknowledged that she is the Secretary of Stephens Supply Company, Inc., a North Carolina corporation, Partner M.C.S. Properties, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by its Secretary.

Witness my hand and official stamp or seal, this 9th day of July,

1984.



Lois R. Alexander
Notary Public

My Commission expires: 4/2/89

NORTH CAROLINA

WAKE COUNTY

This 9th day of July 1984, personally appeared before me, the undersigned, a Notary Public in and for the County of State aforesaid, JAMES I. STEPHENS, who being by me duly sworn, says that said writing was signed and sealed by him in behalf of MCS PROPERTIES, by its authority duly give, and the said JAMES I. STEPHENS acknowledged the said writing to be the act and deed of said MCS PROPERTIES.

WITNESS my hand and seal this 9th day of July, 1984.



Lois R. Alexander
Notary Public

My Commission expires: 4/2/89

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate

3 of Lois R. Alexander

Notary 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.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Redd
Asst./Deputy Register of Deeds