

NORTH CAROLINA

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DECLARATION OF PROTECTIVE COVENANTS

WAKE COUNTY

THIS DECLARATION, made this day of March, 1972, by WILLARD H. GAY and wife, PEGGY S. GAY, trading as N.C.Q. Homes, Inc., hereinafter called "DECLARANT";

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 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 enure to the benefit of and pass and run with said property, and each and every lot or partial thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the Declarant hereby declares 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:

TRACT I

Being all of Lots 11, 12 and 13, Gaylee Village, Section One, according to survey entitled "Property Survey of Gaylee Village, Section One", dated August 31, 1971 by Harold B. Mullen, R.L.S., recorded in Book of Maps 1971, Volume III, Page 284, Wake County Registry.

TRACT II

Being all of Lots 14, 15, 18, 19, 20, 21, and 22, Gaylee Village, Section Two, according to survey entitled "Property Survey of Gaylee Village, Section Two, Marks Creek Township, Wake County, N. C." dated September 14, 1971 by Harold B. Mullen, R.L.S., recorded in Book of Maps 1971, Volume IV, Page 459, Wake County Registry.

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

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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 \$12,000.00 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 store open porches and garages, shall not be less than 900 square feet for a one story dwelling, nor less than 700 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, N. C., and recorded in Book of Maps 1971, Volume IV, Page 459, 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 a 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 structure 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 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 sale period.

10. ANIMALS. No poultry, pigs, cows, sheep or goats shall be raised, bred or kept on any lot nor any animals commercially.

11. TERM. These covenants are to run with the land

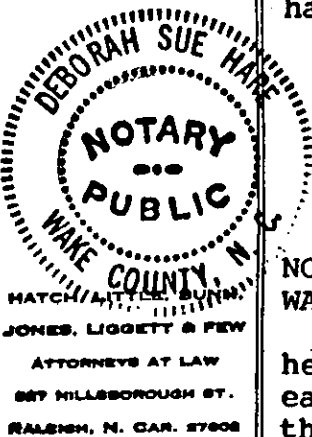
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and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agree 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 and Peggy S. Gay, trading as N.C.Q. Homes, Inc., covenant, stipulate and agree on behalf of themselves 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, Peggy S. Gay, trading as N.C.Q. Homes, Inc., have hereunder set their hands and seals this day of March, 1972.



Willard H. Gay
Willard H. Gay

Peggy S. Gay
Peggy S. Gay

NORTH CAROLINA
WAKE COUNTY

I, Deborah Sue Hare, a Notary Public, do hereby certify that WILLARD H. GAY and wife, PEGGY S. GAY, each personally appeared before me this day and acknowledged the due execution of the foregoing Declaration of Protective Covenants.

Deborah Sue Hare
Notary Public

My Commission Expires: 8-8-76

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Deborah Sue Hare

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2061, Page 647, This 22 day of March, 1972, at 11:10 o'clock A. M.

J. A. ROWLAND, Register of Deeds.

By Louise S. Forrest
Deputy Register of Deeds