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WAKE COUNTY, NC 102
 CHARLES P. GILLIAM
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 12/12/2018 13:27:42

BOOK: 017315 PAGE: 00045 - 00055

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**RESTRICTIVE COVENANTS
 FOR
 HEMLOCK PRESERVE
 SUBDIVISION**

Lake Time Development, LLC, a North Carolina corporation (hereinafter "Declarant") hereby declares that the real property described on **Exhibit A** attached hereto and made a part of Hemlock Preserve Subdivision (hereinafter the "Subdivision") is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall be appurtenant to and run with the land, by whomsoever owned, to wit:

I. **LAND USE AND BUILDING TYPE.** All Lots shall be used for single-family residential purposes; provided, however, Declarant or Declarant's assign, may use any Lot within the Property as a temporary sales office and/or model home for the purposes of carrying on business related to the development, improvement and sale of lots and/or homes within the Property. The temporary sales office may be a trailer or temporary structure and shall not be required to have a foundation. No structure 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 (2½) stories in height (exclusive of a dwelling with a basement or walk-out basement), a private attached or unattached garage for not more than four (4) cars, and other out-buildings incidental to residential use of the Lot, not to exceed in size the allowable square footage allowed under Wake County's impervious surface requirements. Any out-building or detached garage shall be constructed of similar materials to that of the main dwelling. A mother-in-law suite or structure may be permitted according to Wake County Planning Regulations. Recycling of materials during all construction must comply with Wake County Recycling ordinance.

Garages, carports and other accessory structures designed for accessory parking of automobiles constructed on the Lots shall meet the following requirements:

- a) be a side-entry if attached to the house; or
- b) be either front-, side- or rear-entry if constructed as a detached accessory building separate from the house; and

- c) if constructed as a detached accessory building separate from the house, the building shall be located in line with or behind the half-way point of the house (stoops, porticos, open colonnades, open decks and open porches excluded).

2. DWELLING SIZE. The minimum heated square footage of a dwelling, exclusive of open or screened porches, carports, garages, finished attics, and decks, may not be less than 2,800 square feet. Each dwelling must be "site built", though certain customary components may be partially assembled offsite, such as roof trusses, window units, cabinetry, etc.

3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be located on any lot nearer to the front property line than 25 feet, or nearer any side property line than 15 feet, any side street (corner) property line than 20 feet and any rear property line than 50 feet. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports, steps and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the Zoning Ordinance as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts. The Declarant reserves the right to waive minor violations (up to 25 percent) of the setback and sideline requirements set forth in this Article. Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the location of a building regardless of the fact that such building meets the requirements of the paragraph.

4. FENCES AND WALLS. No fence or wall shall be erected on any Lot closer to any side street than the side building setback line. No fence or wall shall be erected any closer than fifteen (15) feet from a front corner of the dwelling. Chain-link fencing and vinyl fencing are not permitted. Any fence or wall installed within the Subdivision must meet all requirements of the Zoning Ordinance and must be approved as provided in Article VIII of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens For Hemlock Preserve Homeowners Association, Inc. (the "Declaration"), recorded in the office of the Register of Deeds of Wake County, North Carolina. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots nor to any fence installed by the Declarant at any entrance to or along any street within the Subdivision.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot covered by these covenants. No trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

6. PARKING; DRIVEWAYS AND PARKING PADS All driveways and parking pads shall be paved with a concrete, asphalt, or masonry (including semi-pervious pavers) surface. Vehicles may be parked or stored only on portions of a Lot improved for that purpose,

i.e., garage, driveway, or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than one (1) vehicle.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), tractor trailer trucks or cabs, or commercial vehicle of any kind shall be parked on any street or any Lot within the Subdivision. No boat or boat trailer shall be parked anywhere within the Subdivision, but boats and boat trailers may be stored out of sight within a garage.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the Subdivision or the Common Area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

All driveway pipes must be constructed to meet North Carolina Department of Transportation ("NCDOT") standards. Any questions regarding the construction of the driveway pipes may be obtained from the local NCDOT office.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling. Domesticated dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. In no circumstance may any domestic animals be kept in any residence in such a manner to cause a nuisance to any neighbor. All dogs kept outside must be securely chained or fenced. Any doghouse must be placed directly behind the house and screened as indicated herein.

8. NUISANCES; BUSINESS ACTIVITY. 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 business trade or activity may be conducted on any Lot unless permitted by the Wake County zoning ordinance.

9. SIGNS. Except as otherwise allowed by Wake County, no sign of any kind shall be displayed to the public view on any Lot except signs used to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election. Upgraded street signs and street sign posts to be maintained by the Homeowner's Association.

10. ANTENNAS; SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than two (2) feet above the top roof ridge of the house. However, a satellite antenna receiver or disc will be permitted on a Lot if: (i) the receiver or disc is not larger than two feet (2') in diameter; (ii) the receiver or disc is located on a side of the house away from the street and within the building set back lines

applicable to that Lot; and (iii) the receiver or disc is located or screened in such a way that it cannot be seen from any street within the Subdivision. Any such screening must be approved as provided in Article VIII of the Declaration. In no event shall any free-standing transmission or receiving tower be permitted on any Lot.

11. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision, except that temporary small, inflatable wading pools shall be permitted.

12. MAILBOXES. Subject to the approval of the US Postal Service, all mailboxes shall be in a community kiosk. No individual mailboxes are allowed on any Lot unless approved by the US Postal Service and the Association.

13. MAINTENANCE OF LOT; CONSTRUCTION. GENERAL APPEARANCE. Each owner shall keep their Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be in accordance with the Declaration and shall be continued with reasonable diligence to completion. No partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

The owner of each lot shall maintain the grounds and improvements on his Lot, including but not limited to, plantings, landscaping, and lawns, at all times in a neat and attractive manner. All new building permits shall adhere to the Landscape Plan prepared for the Subdivision. Dead trees may be removed which would pose a hazard to home owners.

14. CLOTHESLINES. No exterior clothesline may be erected or maintained on any Lot.

15. OUTSIDE RECREATIONAL EQUIPMENT. No portable basketball goals will be allowed. Permanent basketball goals will be allowed subject to architectural approval; however permanent basketball goals may not be attached to the dwelling and must have a clear backboard. Trampolines shall be allowed as long as the trampoline is screened and not visible from roadways within the community.

16. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored in such a manner as not to be visible from the street upon which the house

fronts. No trash, rubbish, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to an approved enclosure the night of the scheduled pickup.

17. SEPTIC TANKS; WATER SERVICE. Each Lot shall be serviced by a private septic tank and municipal water service. No septic systems may be installed in a regulated stream buffer. The location of septic systems may restrict the size and location of improvements on a lot. The restrictions and locations of septic systems are available from the Wake County Environmental Health Department. The owner of each Lot should conduct routine inspections of the Lot's septic system for proper maintenance, function and pumping as recommended by the Wake County Environmental Health Department.

18. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval of the Declarant and/or the architectural committee. The foregoing provision shall apply only to Lots that have been occupied pursuant to a certificate of occupancy issued by Wake County.

19. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

20. STREET AND ENTRANCE LIGHTING. Declarant reserves the right to Subject the Subdivision to a contract with Duke Power for installation of entrance and street lighting, which contract requires a continuing monthly payment to Progress by each residential customer or the Homeowners' Association.

21. EASEMENTS. Easements for the installation, maintenance and repair of storm water drainage facilities are reserved as shown on the recorded plats. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement for installation and maintenance of utilities and drainage facilities within a ten-foot (10') area along the lot line of each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, 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.

The Declarant, the Association and their successors and assigns shall at all times have the right of access upon such easements for the purpose of landscaping, planting, mowing, maintaining, repairing or replacing the easement area and the improvements thereon or for removing any object placed in the easement area in violation of the provisions of this Declaration.

Easements are also reserved for the benefit of the Declarant and the Association, and their respective successors and assigns, over, across and under those portions of the Lots, Easements and Common Open Space where entry signs are located, for the purpose of installing, operating, repairing and maintaining landscaping and subdivision entrance signage, landscaping and fencing in the easement area. No building, structure, fill, embankment, fence, driveway, planting, swing or other obstruction shall be permitted in such area, other than those installed by the Declarant or the Association.

22. COMMON AREA. Common Area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described with greater particularity on **Exhibit A** attached hereto and incorporated herein by this reference. Common Area shall remain in the ownership of the Association.

Declarant reserves the right, in its sole discretion, to convey from time to time additional property to the Association, which property may include all or any portion of the property, including any additional land annexed by the Declarant pursuant to Article IX of the Declaration and the Association shall accept any such conveyance of additional property and thereafter such additional property shall be held and maintained by the Association as Common Area. Improvements may include, but shall not be limited to, roadways, retention or detention ponds or erosion control devices.

The Homeowners Association shall be responsible for the maintenance of Common Area if any. Common Area shall mean common open space which shall be maintained for forestry or agricultural or active recreational uses or passive recreational uses. Common Area shall not include public roads within the property but shall include any entry signs and landscaping areas located in the Subdivision. All Common Area may be subjected to easements for utilities, including sewer and waterlines, easements for ingress and egress as necessary for installation, maintenance and repair of utilities or stormwater facilities, and may be subjected to easements for any encroachments arising from initial improvements. Common Area shall also be subject to easements as provided within the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Hemlock Preserve Homeowners Association, Inc.

23. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded maps or plats, except by and with the written consent of the Declarant. Adjoining Lot owners may affect land swaps to adjust common boundaries, so long as no additional parcels are created.

24. COUNTY RECYCLING PROGRAMS. All Lot owners are encouraged to participate in the various recycling programs available to Wake County Residents. Information regarding the recycling programs can be located at the Wake County Solid Waste Management Department.

25. UNINTENTIONAL VIOLATIONS. Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated pursuant to the Declaration, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that no waiver may be granted for a violation in excess of twenty-five percent 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

26. ENFORCEMENT. Enforcement shall be the responsibility of the homeowners of the subdivision, but the Declarant, the Architectural Committee of any lot owner shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, Bylaw or rules and regulations adopted by the Association, either to restrain violation or to recover damages, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the court.

27. SEVERABILITY. Invalidation of any one or more 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.

28. TERM. These covenants shall run and bind the land and all owners thereof for a period of twenty-five (25) years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first five-year period by the Declarant, without the approval or joinder of any other person. These covenants may also be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than seventy percent (70%) of the Lots, and thereafter an instrument signed by then-owners of not less than sixty percent (60%) of the Lots.

29. HEMLOCK PRESERVE HOMEOWNERS ASSOCIATION, INC. The owners of Lots within the Subdivision are Members of the Hemlock Preserve Homeowners Association, Inc. (the "Association") and are subject to and bound by the Declaration, which provides additional restrictions on such Lots.

30. DECLARANT. Nothing contained in these covenants shall be construed to permit interference with the development of the Lots by the Declarant so long as said development follows the general plan of development previously approved by Wake County.

(Signature Pages to Follow)

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized officer, as of the 12 day of December, 2018.

DECLARANT

Lake Time Development, LLC, a North Carolina corporation

By: _____

Shaun T. Smith

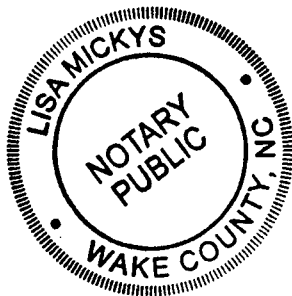
Title: _____

Managing Partner

STATE OF NORTH CAROLINA COUNTY OF WAKE

I, Lisa Mickys, a Notary Public for said County and State, certify that Shaun Smith, as Managing Partner of **Lake Time Development, LLC**, a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of the limited partnership.

Witness my hand and official stamp or seal, this the 12th day of December 2018.



Notary Public: _____

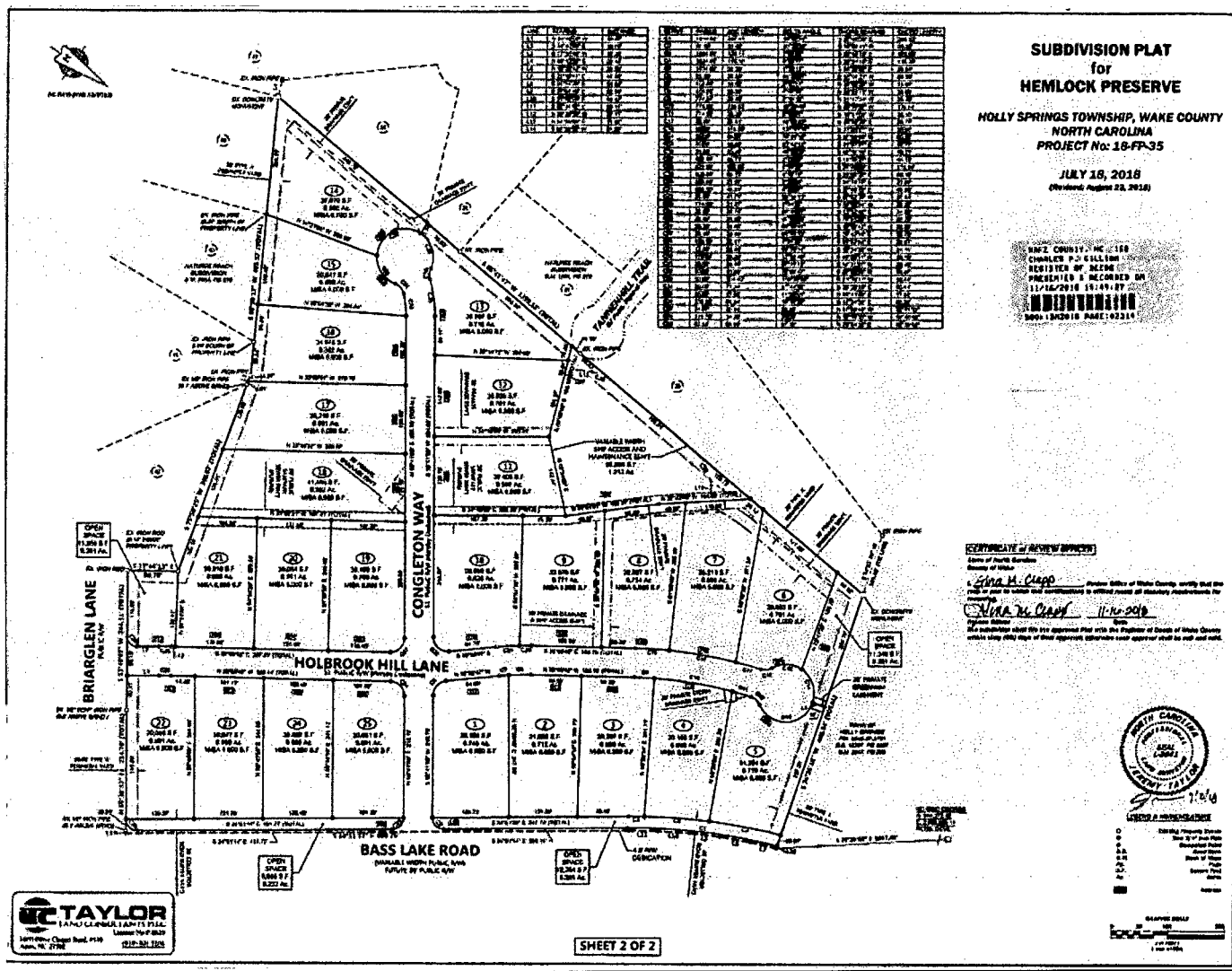
Lisa Mickys

My commission expires: _____

11/14/2023

EXHIBIT A

Legal Description:





BOOK:017315 PAGE:00045 - 00055



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Charles P. Gilliam

Register of Deeds

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ # of Pages

PS