

WAKE COUNTY, NC 554
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/07/2006 AT 15:54:49

BOOK:012104 PAGE:00493 - 00501

Box 4

PREPARED BY & HOLD: Bond Building Ltd.

STATE OF NORTH CAROLINA
WAKE COUNTY

DECLARATION OF COVENANTS FOR
GRAEDON SUBDIVISION

THIS DECLARATION, made and entered into this 4th day of August, 2006, by Bond Building Ltd., hereinafter referred to as DECLARANT.

WITNESSETH:

THAT 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 Covenants. Conditions and Restriction hereinafter set forth, each and all of which is and are for the benefit 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 Covenants. Conditions and Restrictions set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold, and conveyed subject to these Covenants, Conditions and Restrictions set forth in Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

BEING ALL OF LOTS 1,1A,2,2A,3 and 3A of the Graedon Subdivision recorded in the Wake County Registry book of maps 2004, page 2037 and any additional annexed sections to the subdivision.

The real property described in ARTICLE I hereof is subjected to the Covenants, Conditions and Restrictions hereby declared to insure the best 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 thereof poorly designed or proportioned structures, and structures built of improper or unsuitable materials; 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 inharmonious improvements on lots; to secure and maintain proper setbacks 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.

ARTICLE II

LAND USE. BUILDING TYPE AND CONSTRUCTION. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a recreational area for the individual lot owners as a group. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. No one or one and a half story dwelling shall be permitted on any lot unless such dwelling has a finished living area exclusive of basement, porches, garages, and storage area of not less than 2300 square feet. No dwelling with two or more stories shall be permitted on any lot unless such dwelling has finished living area exclusive of basement, porches, garages, and storage area of not less than 2300 square feet. All driveways must be blacktop, concrete or brick.

No outbuilding or storage building excluding those which are incidental to residential use, shall be permitted on any lot. All dwellings, related outbuilding, improvements, fences and walls shall be constructed of material of good grade, quality and appearance; and all construction shall be performed in a good and workmanlike manner. Further, no concrete blocks used in any such construction shall be left exposed above finished ground elevation. No out building or storage building shall be located on any lot nearer to the front line than 100 feet or nearer to a side or rear property line than 20 feet.

No building, fence, swimming pool, or any other structure shall be erected, placed, or altered on any premises in said development until the building plans, specification, and plot showing the located of such improvements, have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by Declarant or its assigns. In the event Declarant fails to approve or disapprove such design or location within sixty days after said plans and specifications have been submitted to it, or in any event, if not suit to enjoin the erection of such improvements or the make of such alterations 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.

No lot shall be re-combined without the express permission of the declarant or approval from a majority of the home owners. In the event that a lot is re-combined, no lot that is less than 1.5 acres in size shall be allowed.

ARTICLE III

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 30 feet. No building or garage shall be located nearer than 20 feet from an interior lot line. For the purpose of this covenant, eaves, steps, chimneys and stoops shall not be considered 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. Declarant reserves the right to waive in writing any minor violation of this Article of the Declaration and for purposes hereof, any violation which does not exceed ten percent (10%) shall be considered a minor violation.

ARTICLE IV

EASEMENT. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot and five (5) feet on each side unless shown in excess of such distances on recorded plot, in which case the plot shall control. 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 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.

ARTICLE V

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 an annoyance or nuisance to the neighborhood. No trade materials or inventories 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. Motor vehicles operated on the property shall be muffled so as not to interrupt the peace and tranquility of the neighboring residences. With the exception of a four wheeled utility vehicle, the recreational use of off road motorbikes, ATV's, recreational four wheelers and go carts shall be prohibited.

ARTICLE VI

TEMPORARY STRUCTURES & OUT BUILDINGS. No trailer, tent, shack, barn or other outbuilding shall be erected on any lot with the exception of:

- 1) A private garage for not more than three (3) cars shall and not exceeding 1000 square feet
- 2) A horse barn (on properties where horses are allowed) not to exceed 1000 square feet
- 3) A pool house not to exceed 1000 square feet.
- 4) A personal work shop not to exceed 1000 square feet.

The maximum allowable number of accessory structures shall be two (2), any combination of the above. Buildings shall be built of similar material to the main structure.

ARTICLE VII

FENCES AND WALLS. No wall, hedge, or mass planting shall be permitted closer to the front of the lot than the rear corner of the dwelling unit. All fences will be made of treated wood, aluminum or vinyl and galvanized hardware. No chain link or split rail fence is allowed. Maximum height allowed 48 inches". Variations may be approved by the declarant or the home owners association.

ARTICLE VIII

SIGNS. No commercial sign shall be erected, displayed to the public view, or be permitted to remain on any lot other than one sign no larger than two feet by three feet and advertising the property for sale or rent.

ARTICLE IX

FIREARMS. Hunting and the discharge of firearms is prohibited on properties.

ARTICLE X

SATELLITE DISHES. No satellite dishes shall be erected on any lot nor on any building on any lot unless it is smaller than three feet in diameter and out of sight from the main road.

ARTICLE XI

APPEARANCE AND LOT MAINTENANCE. Each lot owner shall keep his property well maintained with a neat appearance and in conformity with these restrictions.

Each lot owner shall prevent the development of any unclean, unsightly, unhealthy, or unkempt conditions of building or grounds which shall tend to decrease the beauty or usability of the lot or adjoining lot. Each owner shall keep the lot clean and free of garbage, abandoned property, trash, debris, tall grass, undergrowth, or any other material or condition that might contribute to a health hazard or the breeding and inhabitation of snakes, rats, insects, or other pests and vermin.

Each lot owner shall provide and use receptacles for garbage in an area not generally visible from the public street or other lots. Such receptacles shall be maintained and closed so as to be inaccessible to vermin, dogs, and wild animals.

Any fuel tanks or any similar storage receptacles shall be concealed from view; and may be installed only underground, or within an allowed building.

No above ground pools will be allowed. Play equipment for children will be restricted to the back yard of the residence.

ARTICLE XII

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property. A maximum of two horses may be kept on any lot with acreage of 2.5 or more acres provided the facilities and pastures are kept behind the main house.

Dogs, cats and other household pets may be kept and maintained only if the pets are:

- (1) not kept for business or commercial purposes.
- (2) are kept within the boundaries of the lot of the pet's owners and are not allowed to run free and unrestricted upon other lots and streets of the subdivision.
- (3) are kept under supervision and control so as to not cause or create any disturbance of nuisance to persons within the subdivision.

Provided, no more than three pets (excluding litters less than two months old) may be kept and maintained upon any lot.

ARTICLE XIII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the street in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or screened area. No commercial equipment or trucks shall be allowed to be parked in the subdivision or any lot except in the course of work in progress.

ARTICLE XIV

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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

ARTICLE XVI

ENFORCEMENT. Enforcement shall be by proceeding as law in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XVII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order in no way affects 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 of such covenants or covenants in the future.

ARTICLE XVIII

ROAD MAINTENANCE AGREEMENT. All parties to this covenant are bound by the Access Easement and Agreement recorded in Book 11344, Page 274, Wake County Registry.

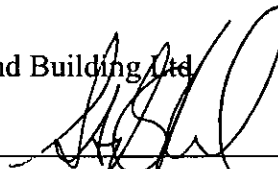
ARTICLE XIX

POND MAINTENANCE AND USAGE AGREEMENT. No owner that borders the existing Pond shall cause any disturbance that will lower the water level or redefine the high water mark or decrease the area of the existing Pond. No dock that encroaches across the property line of an adjacent property owner shall be created. No dock shall be created that is longer from the shore than 30 feet. No motorized watercraft shall be allowed.

ARTICLE XX

HOME OWNERS ASSOCIATION. All property owners shall be members of the Graedon Subdivision Home Owners Association. The association will collect and distribute funds as necessary to pay for street lights, entrance and common area maintenance and road repairs. The Association will also be responsible for architectural approval once the Declarant has relinquished such duties. Administration, dues and bylaws will be set forth in a separate agreement property owners will be bound to at closing.

IN TESTIMONY WHEREOF, the Declarant, has duly executed this instrument the day and year first above written.

Bond Building Ltd
By: 

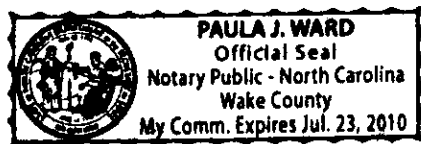
North Carolina
Wake County

I, Paula J. Ward
~~Elizabeth Ward Bowen~~, a Notary Public of the County and State aforesaid, certify that Steven Bond personally appeared before me this day and acknowledged that he is President of Bond Building Ltd., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as _____ President.

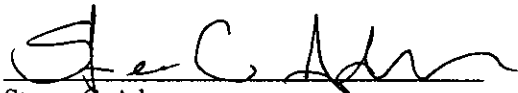
Witness my hand and official seal, this the 4th day of August, 2005.

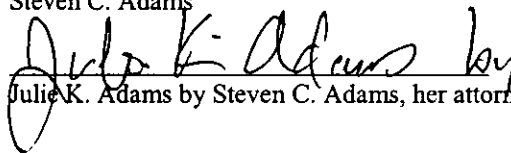
My Commission Expires: 7/23/2010
Seal

Paula J. Ward
Notary Public - ~~Elizabeth Ward Bowen~~
Paula J. Ward



Owner of Lot 2 Graedon, Book of Maps 2005, Page 889, Wake County Registry.


Steven C. Adams

 by her attorney in fact Steven C. Adams
Julie K. Adams by Steven C. Adams, her attorney in fact

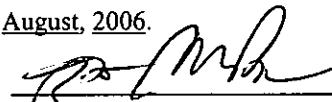
North Carolina
Wake County

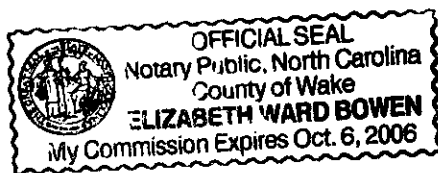
I, ELIZABETH WARD BOWEN, a Notary Public of the County and State aforesaid, certify that Steven C. Adams dba Steven C. Adams & Associates, both on behalf of himself and as attorney in fact for Julie K. Adams, personally appeared before me this day and being duly sworn, says that he executed the foregoing instrument for and on behalf of the said Julie K. Adams and himself, and that his authority to execute and acknowledge said instrument is contained in a instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in Wake County, North Carolina, at Book 7787, Page 508, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

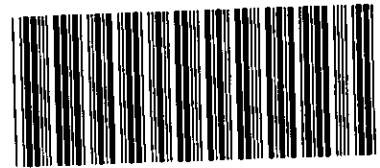
I do further certify that the said Steven C. Adams dba Steven C. Adams & Associates, acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said Julie K. Adams and for himself.

Witness my hand and official seal, this the 4th day of August, 2006.

My Commission Expires: 10-6-06
Seal


Notary Public – Elizabeth Ward Bowen





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**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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