

NORTH CAROLINA

BOOK 1802 PAGE 538

WAKE COUNTY

PROTECTIVE COVENANTS
MACGREGOR DOWNS

THIS DECLARATION, made this 12th day of January, 1968,
by MacGREGOR DOWNS, INC., a North Carolina corporation with a
principal office in the City of Raleigh, North Carolina (herein-
after called "MacGREGOR DOWNS"):

W I T N E S S E T H :

WHEREAS, MACGREGOR DOWNS hereby declares that the follow-
ing described real property located in Wake County, North Carolina,
is and shall be held, transferred, sold and conveyed, subject to
the protective covenants hereinafter set forth:

Being all of Lots Nos. 44, 45, 46, 47, 48, 49, 50, 51, 52,
53, 54, 55, 56, 57, 58, 73, 74, 75, 76, 77, 78, 79, 176, 177,
261, 262, 263, 264, 274, 275, 276, 277, 278, 279, 280, 282,
283, 289-A, 290, 291, 292, 334, 335, 336, 337, 338, 339, 340,
341, 342, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372,
372-A, 372-B, 372-C, 372-D, 373, 374, 375, 376, 466, 467, 468,
469, 470, 471, 472, 473, and 474 according to that certain
map entitled "A Portion of MacGregor Downs, Cary, N. C."
dated December, 1967, prepared by John A. Edwards & Company,
Engineers and recorded in Book of Maps 1967, Page 299, Vol-
ume III of the Wake County Registry, North Carolina.

No additional land shall be deemed to be subjected to these
protective covenants except by express written declaration
to that effect.

1. Preamble. The real estate described above and other
lots in MacGregor Downs Subdivision now or hereafter made subject
to similar protective covenants (hereinafter called "this subdivi-
sion") is developed in conjunction with MacGREGOR DOWNS COUNTRY
CLUB, a private club, (hereinafter called "COUNTRY CLUB"), it
being contemplated that all, or a great majority, of the lots in
this subdivision will be owned by members of COUNTRY CLUB. In

view of the mutual and parallel interests of MacGREGOR DOWNS and COUNTRY CLUB and the desire of each to develop a private, exclusive and harmonious club and community of people and homes, MacGREGOR DOWNS reserves the authority to approve or disapprove architectural plans of proposed construction and the location of improvements on each lot as provided in Paragraph 4 hereof.

2. The real property above described is hereby made subject to the protective covenants and restrictions hereby declared for the purpose of insuring the best use and most appropriate development and improvement of COUNTRY CLUB and each building site in this subdivision; to protect COUNTRY CLUB and the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of the property of each; 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 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 building sites; 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 improvements in said property, and thereby to enhance the values of investments

made by purchasers of building sites therein.

3. Each lot above described shall constitute a residential building site (hereinafter called "building site") and shall be used for residential purposes only. The lay of the lots as shown on the recorded plat shall be substantially adhered to, provided, however, with the prior written approval of MacGREGOR DOWNS, its successors or assigns, or the Architectural Committee, hereinafter referred to, the size and shape of any building site may be altered provided that no building site or group of building sites may be resubdivided so as to produce a greater number of building sites. More than one lot may be used as one building site provided the location of any structure permitted thereon is approved in writing by the Architectural Committee referred to in Paragraph 4 hereof. Except as provided in this paragraph, no structure shall be erected, altered, placed or permitted to remain on any building site, other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than four cars. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be constructed on any building site provided it is accompanied by the main dwelling referred to in the preceding sentence, which apartment may be occupied by domestic servants employed at said main dwelling on the same building site or may be used as a guest house. Such apartment shall not be used otherwise, and in no event shall such apartment be rented. Such efficiency apartment may not be constructed unless said main dwelling has first been constructed or unless they are constructed at the same time.

4. No building, fence, mail box, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any building site until the building plans, specifications and plot plans showing the location of such improvements on the building site have been approved in writing as to conformity and harmony of external design, and external materials with existing structures in the area and as to location with respect to topography, lake, golf course, finished ground elevation and neighboring structures by an architectural committee (herein called "the Architectural Committee") composed of three (3) persons designated and appointed by MacGREGOR DOWNS, or its successors or assigns. In the event the Architectural Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making 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. Members of such Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

5. Except with the prior written approval of the Architectural Committee, no building of any kind, including garages, shall be located on any building site less than 50 feet from the front lot line, and no building shall be located less than 15 feet from any side lot line, or less than 70 feet from the maintenance easement line of any lake or the property line on any golf course property, or less than 50 feet from any rear lot line.

6. No residential structure, which has a minimum area of less than 2,250 square feet of heated area for two-story structures and split-level structures and 2,000 square feet of heated area for one-story structures, exclusive of porches, basements and garage, shall be erected or placed on any building site.

7. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs, or billboards shall be erected or maintained on the premises unless approved in advance by the Architectural Committee. No trade materials or inventories may be stored upon the premises and no trucks, boats, or tractors may be stored or regularly parked on the premises except in garage or well screened enclosures. All trash and garbage must be kept in underground receptacles unless within the utility yard referred to in Paragraph 15 hereof. No business activity or trade of any kind whatsoever shall be carried on upon any building site.

8. No trailer, basement (unless said basement is part of a residence erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any building site covered by these covenants, except as specifically permitted herein.

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

10. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back line established herein or within 70 feet of the rear lot line or within 70 feet of the maintenance easement line of the COUNTRY CLUB lake, except upon the approval by the Architectural Committee.

11. Adequate off-street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner, and owners of building sites agree not to park their automobiles on the streets in this subdivision.

12. The MacGREGOR DOWNS lake shall remain the exclusive property of COUNTRY CLUB and no lot owner in this subdivision shall have any right to use the lake, or other facilities of COUNTRY CLUB, unless such lot owner is a member of the COUNTRY CLUB; such use to be in accordance with Rules and Regulations as may be established by COUNTRY CLUB.

13. For the purpose of avoiding an unsightly or undesirable waterfront, no boathouse, bathhouse, private dock, pier, raft or landing state or other structure shall be erected or maintained at or upon the shoreline of any building site having direct water frontage or upon land under water in front of such building site.

14. Each owner shall keep his building site and the lake bank adjacent thereto, if any, free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance, and maintain the proper contour of the lake bank and prevent erosion. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, then MacGREGOR DOWNS may have the required work done and the costs thus incurred by MacGREGOR DOWNS shall be paid by the owner. The shoreline contour of the lake, either above or below water, may be changed only with the approval of MacGREGOR DOWNS.

15. Each residential structure shall have attached thereto one or more utility yards. At least one such utility yard shall be constructed at the same time the main residence is constructed, unless provision is made for the housing of the items set forth below either in the main residence or garage. Each utility yard shall be walled or fenced, and the entrance thereto shall be screened, using materials and with a height and design approved by the Architectural Committee. The following buildings, structures and objects may be erected and maintained and allowed to remain on a building site only if the same are located wholly within the main residence or wholly within a utility yard; pens, yards and houses for pets, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clotheslines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, garbage and trash cans, boats and boat trailers and receptacles (other than the underground receptacles referred to in Paragraph 7 hereof) and aboveground exterior air-conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by the Architectural Committee to be of an unsightly nature or appearance.

16. All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not to be visible.

17. MACGREGOR DOWNS, for itself and its successors and assigns, hereby reserves, and is given a perpetual easement, privilege and right for utility purposes, on, in and under a

five (5) foot strip along the rear line of each building site and on, in and under a five (5) foot strip along the interior side lot line of each building site; and on, in and under a fifteen (15) foot strip along the shore line of MACGREGOR DOWNS LAKE for maintenance of the shoreline.

18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the building sites in the entire MACGREGOR DOWNS residential development, whether covered by these or substantially similar covenants, it is agreed to change said covenants in whole or in part.

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 which is subject to these or substantially similar covenants 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 recover damages or other dues for such violation.

19. Invalidity of any of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, MACGREGOR DOWNS HAS caused this Agreement to be executed in its corporate name by its proper officers thereunto duly authorized, all as of the day and year first above written.

MACGREGOR DOWNS, INC.

ATTEST:



N. NORTH CAROLINA

WAKE COUNTY

By: J. F. Poole, Jr.
President

This 12th day of January, 1968, personally came before me, Evelyn B. Stanley, a Notary Public in and for the County and State aforesaid, J. F. Poole, Jr., who, being by me duly sworn, says that he is the President of MacGregor Downs, Inc., that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed by and sealed by him, in behalf of said corporation, by its authority duly given, and the said J. F. Poole, Jr. acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this 12th day of January, 1968.

Evelyn B. Stanley
Notary Public

My Commission Expires:

November 21, 1969

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Evelyn B. Stanley

Notary Public is

certified to be correct. This instrument was presented for registration and recorded in this

office in Book 1802 Page 538

This 16 day of Jan, 1968, at 10:45 o'clock A.M.

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