

Wayne Bailey
7225 Church Hill Dr.
Wake Forest, N.C. 27587

PROTECTIVE COVENANTS OF ANNIE'S WOODS

A RESIDENTIAL SUBDIVISION

LOTS 1-23

Wake County, NC 240
Laura M Riddick, Register Of Deeds

Presented & Recorded 10/21/1999 10:22:36

Book : 008442 Page : 00522 - 00524

THIS DECLARATION OF PROTECTIVE COVENANTS made this 22nd day of September, 1999, by Wayne Bailey, hereinafter referred to as OWNER, in Wake County, North Carolina;

W I T N E S S E T H:

WHEREAS, OWNER is the owner of the real property described below and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth,

Being all of Lots 1 through 23 inclusive, of ANNIE'S WOODS SUBDIVISION, according to map and survey thereof by Stallings Survey., R.L.S., dated and recorded at the Wake County Registry in Book of Maps 1999, Page 1623.

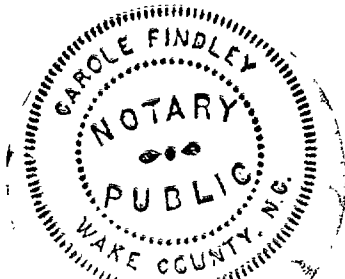
NOW, THEREFORE, OWNER does hereby declare that the above described real property located in Wake County, North Carolina is and shall be held, transferred, sold and conveyed subject to these Protective Covenants:

1. All lots shall be used for residential purposes as defined by Wake County zoning code with single family dwellings having interior heated floor space of not less than 1800 square feet; however, the developer reserves the right to use any lot or portion thereof as a well lot. Lots 9 and 17 may be used for pasture land or recreational use as approved by Declarant or assign.
2. Prior to construction, the complete set of plans and specifications for any dwelling, building, fencing, to be placed on any lot; which plans and specifications will include design, materials, location on lot, and landscaping plan shall be given to Wayne Bailey, or other assign for approval. Failure of Wayne Bailey or assign to reject the plan within thirty (30) days after submission to him in writing shall constitute approval. All driveways are to be paved with concrete or asphalt.
3. No animals of any kind shall be kept on any lot except those household animals normally found in a residential neighborhood except that on lots 9 and 17 horses or or other grazing animals may be allowed with the written permission of Wayne Bailey or assign. Any pens or housing used by the animals shall be regularly cleaned. Approved animals shall be penned and shall not be allowed to roam. There shall be no commercial raising of animals. No more than two (2) animals of a specie shall be allowed unless approved by Declarant. Only two dogs per household are to be allowed, unless approved by the Declarant, however, no dog of a known aggressive specie shall be allowed.
4. No junked or disabled automobiles shall be allowed to remain on any lot. No boats, campers, or motor homes shall be allowed to be kept in the front yard.
5. Each owner shall maintain all buildings on his lot in a neat and pleasing manner: and shall keep the lot free and clear of all tall grass, unsightly undergrowth, dead trees and bushes, trash, and rubbish. The owner of each lot shall maintain a grassed lawn area on the shoulders and slopes adjacent to the paved streets in the subdivision; and shall maintain and replant as needed, all grass, ornamental trees and shrubs which shall be placed on the cleared areas along the streets.
6. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining property owners in the subdivision.
7. No mobile homes of any type, may be placed on any lot for whatever purposes, and no incomplete structures, trailers, tents, or camper units shall be used as a residence on these lots.

8. All garbage shall be stored in receptacles which are picked up and disposed of weekly. Receptacles shall be placed out of sight of the subdivision street and shall be screened. All propane, oil, and other storage tanks used for heating purposes, shall be located underground.
9. Five (5) feet of space of each lot adjoining the sidelines and ten (10) feet of space adjoining the rear lines of all lots shall be reserved for utility easements, either public or private, unless this provision is waived by the Declarant.
10. No more than twenty-five (25) per cent of the trees existing on any lot may be removed.
11. All utility lines extending from the public road to a dwelling site shall be routed underground.
12. During construction of the dwelling or during construction of any other approved structures, any damage caused by such construction to the street or any other subdivision properties by the lot owner or his sub-contractors shall be the responsibility of that owner. During construction there shall be a gravel area at the entrance to each lot. The purpose of this gravel area is to prevent mud and other debris from being tracked into the street.
13. The grantor reserves the right to subject the property in the subdivision 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 individual lot owners.
14. Declarant reserves for a period of five years from the date hereof an easement to go on any lot whereon a sediment control basin is located for the purposes of maintaining, covering up, or removing such basin. Lots 1 and 23 shall be subject to a sign and plantings easement as recorded. When the subdivision is 75% complete, a Homeowners Association shall be formed by the lot owners which will be responsible for the maintenance of the entrance and collecting assessments to pay for the entrance maintenance. Each lot owner shall be required to pay their proportional share of the cost for any maintenance. In the event an owner does not properly maintain his building site as provided under item 5 of these covenants, then the Declarant or homeowners association may have the required work done and the costs thus incurred shall be paid by the owner.

THESE COVENANTS and RESTRICTIONS are to run with the land and shall be binding on all parties and all persons subject to them for a period of twenty years from the date the covenants are recorded after which said covenants shall automatically be extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole and in part.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.



STATE OF NORTH CAROLINA
COUNTY OF WAKE

Wayne Bailey (SEAL)
Wayne Bailey

Teresa Bailey (SEAL)
Teresa Bailey

I, Carol Findley, a notary public of the County and State aforesaid, certify that Wayne Bailey and Teresa Bailey personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and office seal, this the 21st day of October, 1998.

My commission expires 11-14-00

Carol Findley

Laura M Riddick
Register of Deeds
Wake County, NC



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

North Carolina - Wake County

The foregoing certificate of _____

_____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

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