

*Hold for
Clifton & Singer*

WAKE COUNTY, NC 400
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/21/2004 AT 13:21:54

WAKE COUNTY, NC 495
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/24/2004 AT 15:11:07

BOOK:010881 PAGE:02392 - 02400

RE-RECORDED TO CORRECT EXHIBIT "A"
BOOK:010888 PAGE:01645 - 01654
NORTH CAROLINA, Wake County

Richard By
PROTECTIVE COVENANTS
Riverbrooke II Subdivision

THIS DECLARATION, made this 17th day of June, by Riverbrooke
II Development, LLC, a North Carolina Limited Liability Company, hereinafter called 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 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 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 Protective Covenants set forth below:

ARTICLE I

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

See attached Exhibit "A" for legal description of lots subjected to these covenants.

The real property described in Article I hereof is subject to the Protective Covenants and Restrictions hereby declared to insure the best use and the most appropriate development and improvements 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 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 lots; to secure and maintain proper setbacks from street, 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 enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building 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 stories in height and a private garage for not more than three cars. Open space and permanent common open space shall be not be used except for facilities for the purpose of walking, jogging and activities related thereto.

ARTICLE III

SITE PLAN APPROVAL. 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, specifications, and plot showing the location of such improvement, 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 topographies and finished ground elevation by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design 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 improvements or the making of such approval shall not be required this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to the covenants.

ARTICLE IV

DWELLING SIZE AND DRIVEWAYS. Except with prior written approval of the Architectural Committee, no residential structure which has a heated area of less than 1200 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. No additional driveways or sidewalks may be installed on any Lot without the prior written approval of the Architectural Committee of the Associations. All driveways shall be paved (concrete or asphalt) from street to each house including parking area. An exception for gravel driveways shall be allowed, at the sole discretion of the Architectural Committee, provided the apron from the street to the property line is paved with asphalt or concrete and is the same width as the driveway. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 20 feet or nearer to the rear lot line than 20 feet, or nearer to the side street than 10 feet, in the case of a corner lot. The Architectural Committee may for good cause waive a violation of the set back requirement provided for herein. This waiver shall be in writing and recorded in the Wake County Registry. A document executed by the Architectural Committee shall be, when recorded, conclusive evidence that the requirements of this paragraph have been complied with. There is no limitation on the distance a building is required to be from an interior lot line; however, each building constructed on a lot shall be at least 15 feet from the building on the adjoining lot. Those structures are considered part of the building for zoning setbacks. A minor violation is fine so long as it does not violate local government zoning regulations. All parts of all structures must be 20 feet apart. The recorded plat for subject property will designate side yard setback lines and information shown on recorded shall have priority over above setback. Declarant reserves the right to waive in writing any minor violation of this Article and for purpose hereof, any violation which does not exceed 20% shall be considered a minor violation. Said Waiver may not be possible without re-recording the portion of plat effected by said Waiver.

ARTICLE VI

LOT, AREA AND WIDTH. No dwelling shall be placed on any lot having an area of less than 6,534 square feet.

ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side unless shown on excess of such distance on recorded plat, in which case the plat 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 and drainage facilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through the 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 which a public authority or utility company is responsible. With the further exception that no easement shall exist along an interior lot line on any lot on which a house is constructed within an area which would otherwise be an easement, if the placement of the house is permitted in Article V of these covenants. Declarant reserves the right to waive in writing this rear and side line easement requirement.

ARTICLE VIII

NUISANCE. 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 to the neighborhood. No signs or billboards shall be erected or maintained on the premises; provided, however, that one "For Sale" or "For Rent" sign will be permitted. 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 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.

ARTICLE IX

TEMPORARY STRUCTURES. Except with the prior written consent of the Architectural Committee, no trailer, tent, shack, barn, or other outbuildings, except a private garage for not more than three cars, shall be erected or placed on any lot covered by these covenants. No detached garage shall be used for human habitation temporarily or permanently. Temporary structures are prohibited.

ARTICLE X

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set back line or the front set back line or the residence, whichever is greater, except upon approval by the Architectural Committee. No chain link fence shall be used without prior written approval of the Architectural Committee.

ARTICLE XI

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever (including but not limited to detached garage, storage building, dog houses, greenhouses, satellite disk or dishes) shall be placed on any lot without prior written approval of the Architectural Committee, with said Committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot.

ARTICLE XII

APPEARANCE. Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, the Declarant may have the required work done and the costs thus incurred shall be paid by the owner. All vegetable gardens must be potted. No household furniture intended for interior use may be kept or stored on porches, patios, yards or decks. Only deck and patio furniture specifically intended for outdoor use will be permitted on porches, patios, yards and decks. No appliances may be kept or stored on porches, patios, yards or decks. All garbage or refuse shall be kept in the rear yard of all Lots, not in the front or side yards and may not be visible from the public street. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions. No yard art, including plastic flowers, that is visible from the street may be displayed on any Lot without the prior written approval of the Architectural Committee of the Association. Clothes lines, including temporary or retractable lines, are prohibited on any Lot.

No exterior equipment including, but not limited to, communications, telecommunications, microwave, television, cable television dishes, satellite dishes and antennae, shall be placed or installed by Owner, its agents, licensees, or representatives on the exterior front wall or on exterior sidewalls of any structure, or erected or placed upon a Lot that is within twenty feet (20") from the front wall of the house or at any place on the premises that is parallel to said front wall or sidewalls. In a location where the rear wall or a sidewall faces the street, the same restriction shall apply to the entire rear wall or the entire said wall that faces a street and the areas of the premises that are parallel to said rear wall or sidewall. Under no circumstances may installed exterior dishes or receivers have a circumference larger than eighteen inches (18"). The Association may further regulate or prohibit the erection of television antennas and satellite dishes on individual Lots.

ARTICLE XIII

ANIMALS. No animals (including horses or poultry) of any kind, other than pets, shall be kept or maintained on any part of said property. Pitt Bulls or Rottweilers are not permitted. All animals must be kept under the direct control of the owner by fence, lease or harness and may not run freely at any time.

ARTICLE XIV

PARKING. Adequate off-street parking in compliance with county regulations shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner, and owners of lots shall not be permitted to park their cars on the grass area or sidewalk area of any Lot or streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers, and all other similar property on the grass area or sidewalk area of any Lot or streets in the development, and such property shall be parked in a garage. Outdoor storage of any unlicensed vehicles, campers, boats, trailers or any vehicles that are not licenses automobiles, vans or sport utility vehicles is prohibited.

No boats, sailboats, jet skis, recreation vehicles, campers, motorcycles, tractors, trucks (other than pick up trucks rated one-half ton or less), or trailer (the "Vehicles" of any Owner or members of his family, his tenants or contract purchasers shall be parked within the right of way of any street, in or adjacent to the Subdivision. Motor homes may be parked in an Owner's driveway for periods up to seven (7) consecutive days up to five (5) times per year (365 day period). Automobiles lacking a visible license plate or motor vehicle registration of any Owner or members of his family, his tenants or contract purchasers shall not be parked within the right of way of any street, in or adjacent to the Subdivision, or in any Lot or Common Area within the Subdivision. No automobile or motor vehicle may be dismantled or repaired on any Lot. No mechanically defective automobile, motor vehicle, mechanical device, machinery or junk car, shall be placed or allowed to remain on any Lot at any time.

ARTICLE XV

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power & Light Company for the installation of underground electric cables and the installation of street lighting, either of which or both of which may require a continuous monthly charge to the owner of each building lot. Upon acceptance of a Deed to a Lot, each owner agrees to pay Carolina Power & Light Company the continuing monthly payment therefore as approved by the North Carolina Utilities Commission, or other appropriate government authorities. Declarant reserves the right to contract on behalf of each Lot with Carolina Power & Light Company, or its successors and assigns, for street lighting service.

ARTICLE XVI

ARCHITECTURAL REVIEW BOARD. The Architectural Review Board shall be composed of at least three (3) but not more than eleven (11) Members, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) Member of the Association other than the Declarant shall be a Member of the Architectural Review Board at all times.

ARTICLE XVII

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and shall remain in effect until July 1, 2055, at which time they shall automatically expire.

ARTICLE XVIII

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

ARTICLE XIX

SEVERABILITY. Invalidity 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 or restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on this the 17th day of June, 2004.

RIVERBROOKE II DEVELOPMENT, LLC

BY: H. D. Moye member/manager

BY: D. Stewart Marlowe member/manager

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Howard D. Moye and D. Stewart Marlowe, Members/Managers of Riverbrooke II Development, LLC personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 17th day of June, 2004

Deenna T. Carpenter
Notary Public

My Commission Expires: 1/8/08

DEENNA T. CARPENTER
Notary Public
Wake County, NC

Exhibit "A"

Legal description of Lots subjected to covenants

BEING all of Lots 1–124, Riverbrooke II Subdivision, containing 22.342 acres, all that 3.707 acres shown and designated as Private Open Space (Permanently Preserved Undisturbed Open Space) , all that 6.049 acres shown and designated as Acreage in R/W, all that 4.602 acre parcel shown and designated as Greenway Easement (Included in Acreage shown as Area Reserved by Owner) and all of that 15.317 acre area shown and designated as Area Reserved By Owner (Reserved by Owner for Dedication as Conservation Area), all as shown recorded in Book of Maps 2004, Pages 939-942, Wake County Registry.