

BK 7599PG0051

Prepared by: (HOLD) Senior and Stephenson
Fuquay-Varina, NC 27526

NORTH CAROLINA
WAKE COUNTY

000250

PROTECTIVE COVENANTS
OF
DEER BROOK SUBDIVISION
PHASE I, SECTION III

Book of Maps 1997, page 1206
Wake County Registry

PRESENTED
FOR
REGISTRATION

97 AUG 11 PM 2:43

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS made this the 25th day of July, 1997, by RALPH E. SMITH, Declarant, with his principal office located at 1010 North Main Street, Fuquay-Varina, North Carolina, 27526, hereinafter called "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant, RALPH E. SMITH, is the owner of certain lands located in Middle Creek Township, Wake County, North Carolina, described as Lots #14, #15, #16, #17, #18, #19, #20, #21, #22, #23 and #24 of PHASE ONE, SECTION THREE, DEER BROOK SUBDIVISION as recorded in Book of Maps 1997, Page 1206 of the Wake County Registry.

WHEREAS, the lots shown and designated on the maps herein referred to are hereby made subject to the restrictions and covenants herein set forth and declared:

- a. For the purpose of insuring the best use and the most appropriate development and improvement of said lot.
 - b. To protect the owners of the lot in said subdivision against such improper use as will impair or depreciate the value of their property and/or lots in said subdivision.
 - c. To guard against poorly designed and proportioned structures and structures built of improper or unsuitable materials.
 - d. To preserve, so far as practical, the natural beauty of said property.
 - e. To obtain harmonious color schemes.
 - f. To insure the highest and best development of said property.
 - g. To encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on said building sites and to secure and maintain proper setbacks from streets, and adequate free space between structures.
 - h. In general, to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of investments made by purchase of lots herein.
1. Lots shall be used for residential purposes only, and only one single family dwelling, together with private garage as hereinafter permitted, shall be constructed, erected, or maintained on any lot.
 2. The lay and division of the lots as shown on the recorded maps shall be adhered to and no lot or group of lots shall be subdivided so as to produce a greater number of lots or a smaller lot. However, lots or portions of lots may be annexed to adjacent lots so as to produce a larger lot upon approval of the authorized management committee of the Declarant.
 3. No structure shall be erected other than one detached dwelling not to exceed two stories in height, exclusive of basement, and one detached structure not exceeding the same height to be used as a private garage for not more than two cars together with storage space.
 4. Buildings shall be neat in appearance and the exterior portions thereof shall be of new material of such kind as shall be approved by Declarant's management committee.
 5. No single story residential structure which has an area of less than 1400 square feet of heated space, exclusive of porches, breezeways, steps and garages shall be erected, or placed on any lot and no one and half story or two story residential structure which has an area of less than 1400 square feet of heated space as described above shall be erected or placed or permitted to remain on any lot.
 6. No open fires shall be started, permitted, or maintained on any lot without first obtaining a written permit to start and maintain such fire from the appropriate forestry and/or fire authorities.

7. Declarant reserves the right to install and maintain and to license or permit the installation and maintenance of underground utilities in and under the rear eight feet of any lot and in and under the three feet thereof adjacent to any side lot line, and in, under and over streets, and rights of way. Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for installation of street lighting which will require a continuing monthly payment to Carolina Power & Light Company by each residential customer. All streets will be turned over to the State.

8. Private water and sewer systems will be used.

9. 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. Only household pets will be allowed on the premises. Such pets must be restricted to the owner's lot unless on leash and should not be allowed to run at large. No trade materials or inventories may be stored and no commercial trucks, trucks used for commercial purposes, mobile homes, trailers, junk or inoperative or junk vehicles may be stored or regularly parked on the premises. No camping trailer or motor home may be parked or stored on any lot for more than forty-eight (48) hours unless the same is parked or stored in an enclosed garage so as not to be visible to the public.

10. No trailer, basement (unless said basement is a part of the residence erected at the same time), tent, shack, barn or other outbuildings shall be erected or placed on any lot covered by these covenants, unless approval is first granted by the authorized management committee of the Declarant.

11. The architecture of Deer Brook Subdivision homes and/or improvements to and on each of the lots subject to these protective covenants will be controlled in the following manner by the "Architectural Committee." The Architectural Committee will be Ralph E. Smith, the developer. In the event the Architectural Committee fails to approve or disapprove plans or location of home 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 be required, and this covenant will be deemed to have been fully complied with.

12. No house, building, garage, carport, playhouse, outbuilding, fence, mailbox, outside lighting, newspaper box, screen planting, docks, wall or other above-ground structure shall be erected upon any such property subject to this Declaration, nor shall any exterior addition to, change in or alteration of any said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location, and floor plan thereof, and showing front side and rear elevations thereof and the name of the builder, have been submitted to and approved by the Architectural Committee, its agents, successors and/or assigns, as to conformity and harmony of exterior design and general quality with the existing or planned structures of the neighborhood and as to location in relation to surrounding structures and topography.

13. Any builder of any home upon any property subject to this Declaration must, before beginning construction of each such home be approved by the Architectural Committee as to financial stability, building experience and ability to build homes or other structures of the class and type of those which are to be built on the property subject to this Declaration.

14. Any building commenced upon any lot in said subdivision must be completed within twelve (12) months next succeeding the date the construction of said building is commenced. If at the end of said twelve (12) months period construction is not substantially completed in the opinion of Declarant's management committee, the decision of which committee shall be final, Declarant shall be entitled but not required to repurchase said lot and the improvements thereon at the amount which will be equal to the sum originally paid for said lot plus the fair market value of the improvements which have been made thereon. In the event Declarant and the owner of said lot shall not be able to agree upon the fair market value of said improvements, the same shall be fixed by a three (3) member valuation committee. One member shall be selected by Declarant, one by the owner and the third by the two members selected by them. The decision of a majority of the members of the said committee as to the fair market value of said improvements shall be final and binding upon the owner and Declarant.

15. The conditions, reservations and protective covenants herein before set forth, shall run with the land and shall be and remain binding on the purchasers thereof, their heirs, executors, administrators, successors, and assigns.

16. If the owner of any lot shown on the herein referred to maps, or any person having any interest in any of said lots, shall violate or attempt to violate any of the covenants herein, any owner of any lot or interest in said lot shown on said maps shall have the right to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate said covenants.

17. Invalidity of any one of these covenants or any part thereof by judgments of the Court shall in no way affect 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 observance of any of these covenants and 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.

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 two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

BK 7599PG0053

IN WITNESS WHEREOF, RALPH E. SMITH has hereunto set his hand and seal, and has caused this instrument to be signed in its name, this day and year first above written.

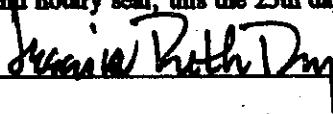

Ralph E. Smith

(SEAL)

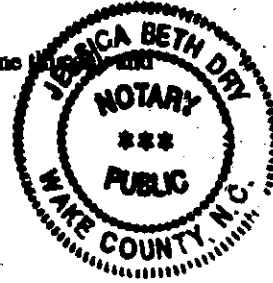
NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, do hereby certify that RALPH E. SMITH, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and notary seal, this the 25th day of July, 1997.



Notary Public



My commission expires:

10 March 98

The foregoing certificate of Jessica Beth Dwy, Notary Public, is certified to be correct. Filed for registration and recorded in this office at the date and time and in the book and page shown on the first page hereof.

by:

P. Anne Reed

LAURA M. RIDDICK, Register of Deeds
Assistant/Deputy Register of Deeds