

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
HOPKINS TRACE SUBDIVISION

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

Presented & Recorded 09/27/2001 10:27:24

THIS DECLARATION of Protective Covenants is made this 17th day of September, 2001 by Ed Blackley (hereinafter referred to as "the Declarant").

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain real property hereinafter described, and desires to subject said real property to certain Protective Covenants as hereinafter set forth, and further desires to reserve unto himself certain drainage easements, sign easements, and utility service easements in connection with the property.

NOW THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set out. The real estate, which is subject to these Protective Covenants, is described as lots 1 through 15 and lots 43 through 49 (hereinafter referred to as "the lots") in the subdivision known as Hopkins Trace Subdivision as shown by a map and survey recorded in book of maps 2001 page 1829, Wake County Registry are subject to the following covenants and restrictions as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. All of the lots will be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling not to exceed two and one-half stories in height, an attached garage for no more than three cars and one approved detached storage building. Each dwelling shall a minimum of 1,150 square feet.
2. The exterior of all dwellings must be finished not later than one year from the date construction begins. All dwellings must have a brick foundation wall.
3. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building or other structure shall be erected or allowed to remain on said property, until a complete set of plans for said structure has been submitted to the Declarant for its review and its approval. The plans shall show elevations, type of exterior material to be used, exterior lines, and general interior plan. The plans for all detached outbuildings shall be architecturally consistent with the dwelling situated on the lot. In the event that the Declarant fails to approve or disapprove such design within thirty days after said plans have been submitted to it or in the event that suit to enjoin the erection of such structure has not 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.

4. All road pipes shall be installed in accordance with the specifications promulgated by the North Carolina Department of Transportation. All driveways must be paved.
5. No building shall be located on any tract nearer to the front property line than 30 feet or nearer to the side property line than 10 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided however, that that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
6. The lots shall not be re-subdivided, except that the Declarant reserves the right to adjust the location of various lot lines as may be necessary to assure the usability of a particular lot or group of lots.
7. Each lot shall have its own well or other approved water source and septic tank or other approved waste disposal system. All water sources and waste disposal systems must comply with the standards set forth by the Wake County Health Department. All trash and garbage must be disposed of by a method approved by the Wake County Health Department or through a duly franchised waste disposal service operating in Wake County. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
9. No inoperable, unlicensed or junk vehicles or equipment of any kind may be located on any lot.
10. All yards and surrounding landscape shall be kept free of unsightly debris and neatly mowed and maintained at all times.
11. No shelter of a temporary or permanent character, such as a trailer, basement, tent, shack, garage, or barn shall be used on any lot at any time as a residence, either temporary or permanently.
12. No manufactured single-wide or double-wide homes are allowed onto any lot for any purpose. Modular homes can be used for residential purposes subject to the right of the Declarant to review and approve the plans thereof. Modular homes shall be consistent with a conventional site built home and approved by Declarant pursuant to the provisions of paragraph 3 above. (these are the types of modular homes without frames and they are lifted onto the site with cranes.) All dwellings must be custom built or modular built to Wake County building code, with minimum roof slope of 7:12.

13. An easement is reserved over the rear 10 feet of each lot and over a strip of five feet in width along the sidelines of each lot for the installation of utilities and drainage facilities. In the event that any owner of two or more adjacent lots shall prepare plans for the construction of a house on the line separating two or more such lots, the Declarant shall be authorized to release said five-foot easement by a proper written instrument duly recorded in the Wake County Registry.
14. The Declarant reserves the right to subject the property in the subdivision to a contract with Wake EMC for all street lighting. Once these restrictive covenants are on file, the cost of the lights will be pro-rated after six(6) permanent meters are connected.
15. In the event that a dwelling is constructed nearer to the adjacent lot than is permitted by these restrictive covenants, but not nearer than ten feet to such line, such violation may be waived by recording in the Wake County Registry an instrument in writing executed by the Declarant and by the owners of adjacent lot on the side on which the violation occurs. Upon the execution and recordation of such waiver said violation shall not thereafter be deemed existing.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other pets may be kept, provided that they are not bred or maintained for any commercial purposes.
17. No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors or assigns.
18. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages. These covenants may be enforced by the owner of any lot described herein or by the Declarant.
19. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of these provisions, which shall remain in full force and effect.
20. 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 years from the date of recordation. Thereafter said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or part.
21. The Declarant hereby reserves the right grant general utility service easements to any public utility desiring to provide service of such utilities to the subdivision or any individual lot located in the same. The Declarant reserves surface water

drainage easements wherever the same may be necessary for proper maintenance of the roads and driveways, and the right to direct water from its natural course to a more suitable course within the subdivision whenever it deems the same be necessary or desirable. Declarant specifically reserves and dedicates the drainage and other easements shown on the subdivision plat.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officer as of the year and date first written above written.

HOPKINS TRACE SUBDIVISION

By: Ed Blackley
owner

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a notary public of the county and state aforesaid, certify that Ed Blackley Owner of Hopkins Trace Subdivision, personally appeared before me this date and acknowledged he executed the foregoing instrument in his capacity as owner of Hopkins Trace Subdivision.

Witness my hand and official stamp this 19th day of September, 2001.

Deborah A. Dixon
Notary Public

My Commission expires: 8-7-2006



Laura M Riddick
Register of Deeds
Wake County, NC



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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

North Carolina - Wake County

The foregoing certificate ___ of _____

Deborah A. Dixon

____ 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: _____

Tot B...
Assistant/Deputy Register of Deeds

This Customer Group

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