

NORTH CAROLINA,
WAKE COUNTY.

PROTECTIVE COVENANTS OF
VAN-STORY HILLS
SECTION III
BOOK OF MAPS 1977, PAGE 468
WAKE COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENTS: That Residential Development Corp., and John J. Smith, Trustee, and Bank of North Carolina, N.A., do hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any property in the area hereinafter described, that those Lots 187 through 226, inclusive, as shown on map of Van-Story Hills, Section Three, recorded in the office of the Register of Deeds of Wake County, North Carolina, in Book of Maps 1977, Page 468, are hereby subjected to the following restrictions as to use thereof, running with said property by whomsoever owned, to-wit:

1. 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 two cars.

2. DWELLING: No dwelling shall be permitted on any building unit which dwelling has a ground floor area of the main structure, exclusive of basements, porches and garages, of less than 1100 square feet for a one-story building, nor of less than 850 square feet for a one and one-half story building, nor less than 700 square feet for a two-story building; provided, however, that split-level or multi-level dwellings containing three or more floors shall have a total living area of not less than 1,350 square feet, said living area being defined as all square footage in said building except garages, open porches, furnace rooms and utility rooms.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a two-foot side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The word "eaves" for the purpose of this covenant shall be deemed to include carports open on the side opposite the house and on both ends and supported on said side and ends by not more than six posts. In the event that a dwelling is constructed nearer to the adjacent unit line than is permitted by this paragraph, but not nearer than five feet to such line, such violation may be waived by the execution and recordation in the Wake County Registry of an instrument in writing signed by Residential Development Corp., if in existence, and the owners of the adjacent building unit on the side on which the violation occurs. Upon the execution and recordation of such waiver, said violation shall not thereafter be deemed to exist. In the event that a dwelling is constructed nearer to the front lot line or the side street line than is permitted by this paragraph, but does not violate the setback line by more than 10% of the minimum distance, such violation may be waived by the execution and recordation in the Wake County Registry of an instrument in writing signed by Residential Development Corp., if in existence, and the owners of the adjacent building units, or if there is only one adjacent unit, by the owner of such adjacent unit. Upon execution and recordation of such waiver, said violation shall not thereafter be deemed to exist.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12000 square feet, except that a dwelling may be erected or placed on Lots 187 through 226, inclusive, as shown on the recorded plat.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

Residential Development Corp. reserves the right to subject the real property in this subdivision to a contract with Carolina Power & 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 & Light Company by the owner of each building.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. TERM: 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 thirty years from the date these covenants are recorded.

13. 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.

14. SEVERABILITY: Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

BOOK 2531 PAGE 152

John J. Smith, Trustee and Bank of North Carolina, N.A. join in the execution of this instrument for the purpose of subordinating that deed of trust recorded in Book 2319, page 182, Wake County Registry, to the restrictive covenants herein.

IN TESTIMONY WHEREOF, Residential Development Corp. has caused this instrument to be signed in its name by its President, its corporate seal hereto affixed and attested by its Assistant Secretary, all by authority duly given by its Board of Directors, and John J. Smith, Trustee, has hereunto set his hand and seal, and Bank of North Carolina, N.A., has caused this instrument to be signed in its name by its _____ President, sealed with its corporate seal and attested by its Assistant Secretary, all by authority duly given by its board of directors, this the 5th day of August, 1977.

RESIDENTIAL DEVELOPMENT CORP.

By

Clifton L. Woodrup
President

Myrtice B. Wilder
Assistant Secretary

John J. Smith
John J. Smith, Trustee

(SEAL)

BANK OF NORTH CAROLINA, N.A.

By

[Signature]
Asst. Vice President

NORTH CAROLINA,
WAKE COUNTY.

I, James L. Seay, Notary Public, do hereby certify that Myrtice B. Wilder personally came before me this day and acknowledged that she is Assistant Secretary of Residential Development Corp., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its assistant Secretary.

Witness my hand and notarial seal, this 5th day of August, 1977.

James L. Seay
Notary Public

My commission expires: 8-1-80

PUBLIC

WAKE COUNTY, N.C.

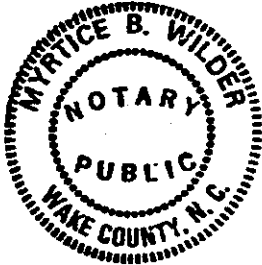
NORTH CAROLINA,
WAKE COUNTY.

I, Myrtice B. Wilder, Notary Public, do hereby certify that John J. Smith, Trustee, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 8th day of August, 1977.

Myrtice B. Wilder
Notary Public

My commission expires: 6-5-80



NORTH CAROLINA,

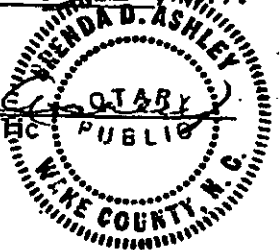
WAKE COUNTY.

I, Brenda D. Ashley, Notary Public, do hereby certify that James L. Seay personally came before me this day and acknowledged that he is Secretary of Bank of North Carolina, N.A., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by self as its Secretary.

Witness my hand and notarial seal, this 8th day of August, 1977.

Brenda D. Ashley
Notary Public

My commission expires:
October 10, 1981



NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of James L. Seay
Myrtice B. Wilder & Brenda D. Ashley

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2531 Page 160

This 9th day of August, 1977, at 3:45 o'clock P.M.
R. B. MCKENZIE, JR., Register of Deeds

Mary S. Peoples
DEPUTY REGISTER OF DEEDS