

Prepared by Allen R. Tew
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BOOK 3638 PAGE 716

PRESENTED
FOR
REGISTRATION

NORTH CAROLINA

WAKE COUNTY

JAN 14 3 13 PM '86
DECLARATION OF RESTRICTIVE COVENANTS

KENNETH S. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

THIS DECLARATION, MADE ON THIS 14 day of January,
1986, by SWADE E. BARBOUR, JR., and wife, JOYCE T. BARBOUR, both of
Johnston County, North Carolina, hereinafter called "Declarants";

W I T N E S S E T H :

That WHEREAS, the Declarant, Swade E. Barbour, Jr., is the owner of real property described in that map recorded in Book of Maps 1985, at Page 1914, which has been re-recorded and some of the lots in the original recorded plat have been recombined, in the Wake County Registry, styled Swade E. Barbour, Jr., Phase III, St. Mary's Township, dated September 3, 1985, and the re-recorded plat being recorded in Book 1986, at Page 54, of the Wake County Registry, and Joyce T. Barbour, the wife of Swade E. Barbour, Jr., has an interest in said property by virtue of her marriage to him, and

WHEREAS, the Declarants are desirous of subjecting the property described in the re-recorded plat located in said subdivision and on said re-recorded map referred to hereinabove, to the Protective Covenants herein set forth.

NOW, THEREFORE, the Declarant and his spouse hereby declare that the real property described and referred to hereinabove and also hereinafter 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

various Articles of Declaration, is located in Wake County, Saint Mary's Township, North Carolina, adjacent to the Pine Hollow Golf Course and being described as follows:

Being all of those lots set forth and described in that map styled "Property of Swade E. Barbour, Jr., Phase III, in St. Mary's Township, Wake County, North Carolina", dated September 3, 1985, by Watkins & Associates, P.A., of Fuquay-Varina, N. C., said map being recorded in Book of Maps 1985, Page 1914, of the Wake County Registry, reference to the same being herein made for a more complete and accurate description of the property subjected to these protective covenants. These covenants apply to all of the lots described and delineated on said map referred to hereinabove except Lots 2, 9, 10, 11, 12, 18, and 30, which are expressly excluded from the provisions of these restrictive covenants.

ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development 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 prevent haphazard and inharmonious improvement of lots; to secure and maintain proper set-backs from streets, 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 to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

No lot shall be used, except for residential purposes. No building shall be erected, altered, placed, or be 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.

ARTICLE IV

No building shall be located on any lot, except on corner lots, less than 30 feet from the front lot line. No building shall be located less than 10 feet from any side lot line and the total widths of the side yards of any lot shall be not less than 25 percent of the width of the lot at the minimum building set-back line. A detached garage may be placed 8 feet from the side lot line and 5 feet from the rear lot line, provided such detached garage is located at least as far back from the front lot line as the rear of the residence. Declarants reserve the right to waive minor violations of the setback and side line requirements as set forth in this paragraph. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.)

ARTICLE V

No residential structure which has an area of less than 1,300 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VI

No lot in said subdivision shall be divided by the Declarants or their heirs, successors, or assigns, other than is shown on the recorded map filed herein, unless the same is done by written consent of the Declarants and all other persons owning an interest at that time in said subdivision, said consent to be in writing so as to make it subject to recordation in the appropriate Register of Deed's Office.

ARTICLE VII

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. No signs, except those that are small and not unsightly as may be needed to advertise homes or lots for sale, shall be erected or maintained on the premises of any of said lots. No trade materials or inventories may be stored upon the premises. No business activity or trade of any kind whatsoever, which shall include but not be 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 upon any lot.

ARTICLE VIII

No trailer, basement, tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation,

temporarily or permanently. Basement as herein referred to means a structure which constitutes a basement alone and is lived in over a period of time without the addition of a top portion of the same for a house thereon according to the other restrictions referred to herein. However, there shall be permitted and allowed upon any lot covered by these covenants, a storage building so long as the same is substantially the same size as a one-car garage, and is not unsightly in appearance and is so as to conform with the other structures on said lot and in the surrounding area and is not located closer to the front line of the lot than to a line parallel with the back or rear line of the dwelling house.

ARTICLE IX

No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE X

Easements for the installation and maintenance of utilities and drainage facilities 5 feet in width are reserved over the rear, front, and side lot lines of each building lot. Such easements are for water, sewer, electrical, and telephone service, as well as other utility services that can be provided within the easement area.

ARTICLE XI

No fence, wall, hedge, mass planting, or satellite dish shall be permitted to extend beyond the minimum building set-back line established herein if such fence, wall, hedge, mass planting, or satellite dish is of such type as to block out or eliminate sight clearance through such area that extends beyond the minimum building set-back line as established herein.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner or members of his family living with him in the household situate upon the premises.

ARTICLE XIII

(a) 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(b) No automobile or motor vehicle may be dismantled or repaired on said property; no mechanically defective automobile, motor vehicle, mechanical device, machine, machinery, or junk car, shall be placed or allowed to remain on said property at any time.

ARTICLE XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996, at which time said covenants shall then be automatically extended for successive periods of five (5) years each thereafter unless by vote of a majority of the then owners of the lots covered by these covenants shall cause to be filed a document amending or terminating these covenants.

ARTICLE XV

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise 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 violation 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.

WITNESS our hands and seals this 14 day of January, 1986.

Swade E. Barbour, Jr. (SEAL)
Swade E. Barbour, Jr.

Joyce T. Barbour (SEAL)
Joyce T. Barbour

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid, certify that SWADE E. BARBOUR, JR. and wife, JOYCE T. BARBOUR, Declarants, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 14 day of January, 1986.

Sandra T. Reed
Notary Public

My commission expires:
4/28/86



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Sandra T. Reed

Notary 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.

KENNETH C. WILKINS, Register of Deeds

By Patricia L. Jones
Deputy Register of Deeds