

PRESENTED  
FOR  
REGISTRATION

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KENNETH A. JENNINGS  
REGISTER OF DEEDS  
PROTECTIVE COVENANTS

000374  
Held: Harold E. Russell, Jr.  
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

THIS DECLARATION, made this 20<sup>th</sup> day of November, 1987 by  
Greenview Development Company, Inc., a North Carolina corporation, 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 said real property to the  
Protective Covenants hereinafter set forth, each and all of which is or 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 this Declaration is located in the  
County of Wake, State of North Carolina, and is more particularly described as follows:

All of Lots 1-8 and Lots 37-45 of the Bluffs of Greenview as recorded in Book of  
Maps 1987 Page 1932, and Book of Maps 1987 Page 1933 respectively, Wake County  
Registry.

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 and improvement 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 thereof of poorly designed or proportioned structures, and structures  
build 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 thereof with appropriate locations thereof on lots; to prevent  
haphazard and inharmonious improvement on lots; to secure and maintain proper setbacks  
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 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, or acceptable equivalent attached or detached, for not more  
than three cars. All garage entrances must face the side or rear lot lines and shall not  
open towards the front lot line unless approved by the Architectural Committee in  
writing.

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### ARTICLE III

**SITE, PLAN, and LANDSCAPE 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 plat showing the location of such improvements and a landscaping plan has 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 topography 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 or location within thirty 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 alterations has 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. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

### ARTICLE IV

**DWELLING SIZE AND DRIVEWAYS.** Except with prior written approval of the Architectural Committee, no single-story residential structure which has an area of less than 2,400 square feet, exclusive of porches, breezeways, steps, garages, basements, or other unfinished living area shall be erected or placed or permitted to remain on any lot; no story and one-half or split level structure which has an area of less than 2,600 square feet exclusive of porches, breezeways, steps, basements, garages, and other unfinished living area shall be erected or placed or permitted to remain on any lot; and no two or two and one-half story residential structure which has a living area of less than 2,600 feet, exclusive of porches, breezeways, steps, garages, basements or other unfinished living area shall be erected or placed or permitted to remain on any lot. All driveways shall be paved with asphalt from the street to each house including parking areas. An exception for gravel will be allowed, at the sole discretion of the Architectural Committee, provided the apron from the street to the property line is paved with asphalt and is the same width as the driveway. Type and size of culverts under driveways shall be approved by the Architectural Committee. Declarant reserves the right to waive square footage requirements in its sole discretion.) This Article IV shall apply only to Lots 1-8 inclusive and shall not apply to Lots 37-45.

### ARTICLE V

**DWELLING SIZE AND DRIVEWAYS.** Except with prior written approval of the Architectural Committee, no single-story residential structure which has an area of less than 2,200 square feet, exclusive of porches, breezeways, steps, garages, basements, or other unfinished living area shall be erected or placed or permitted to remain on any lot; no story and one-half or split level structure which has an area of less than 2,400 square feet exclusive of porches, breezeways, steps, basements, garages, and other unfinished living area shall be erected or placed or permitted to remain on any lot; and no two or two and one-half story residential structure which has a living area of less than 2,600 feet, exclusive of porches, breezeways, steps, garages, basements or other unfinished living area shall be erected or placed or permitted to remain on any lot. All driveways shall be paved with asphalt from the street to each house including parking areas. An exception for gravel will be allowed, at the sole discretion of the Architectural Committee,

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provided the apron from the street to the property line is paved with asphalt and is the same width as the driveway. Declarant reserves the right to waive square footage requirements in its sole discretion. This Article V shall apply only to Lots 37-45 inclusive and shall not apply to Lots 1-8.

#### ARTICLE VI

**BUILDING LOCATION.** No building shall be located on any lot nearer to the front line than 75 feet or nearer to the rear line than 50 feet, or nearer to the side street than 30 feet in the case of a corner lot; provided, however, that a dwelling located on a corner lot may be located not nearer than 30 feet to one street if the same is at least 75 feet from the other street. No building or garage shall be located nearer than 20 feet to an interior lot line. No other permitted accessory building shall be located nearer than 30 feet to an interior lot line or nearer than 50 feet to a rear lot line, or nearer than 150 feet from the minimum building setback line. For the purpose of this covenant, eaves, steps, chimneys, and stoops shall not be considered 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. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration. Any violation which does not exceed 10% shall be considered a minor violation.

#### ARTICLE VII

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 line unless shown in excess of such distances 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 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 for which a public authority or utility company is responsible.

#### ARTICLE VIII

**NUISANCES.** 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 or billboards shall be erected or maintained on the premises. 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 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 on upon any lot.

#### ARTICLE IX

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

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ARTICLE X

SATELLITE DISHES. No satellite dish or reception or transmission tower shall be erected or placed on any lot covered by these covenants.

ARTICLE XI

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the Architectural Committee.

ARTICLE XII

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

ARTICLE XIII

APPEARANCE. Each owner shall keep his lot 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 lot as above provided, in the opinion of the Architectural Committee, then Declarant may have the required work done and the costs thus incurred shall be paid by the owner.

ARTICLE XIV

ANIMALS. No animals (including horses) or poultry of any kind, other than house pets, shall be kept or maintained on any lot. Dogs, cats, or other household pets may be kept upon any lot provided that they are not kept, bred or maintained for commercial purposes.

ARTICLE XV

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers, mobile homes, motor homes and all other similar property on the streets in the development, nor in the front yard of any lot, nor in the area of the rear or side set back of any lot, and such property shall be parked in a garage or screened area in the back yard.

ARTICLE XVI

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 or both of which may require a continuous monthly charge to the owner of each lot.

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ARTICLE XVII

**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 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 majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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 receive damages.

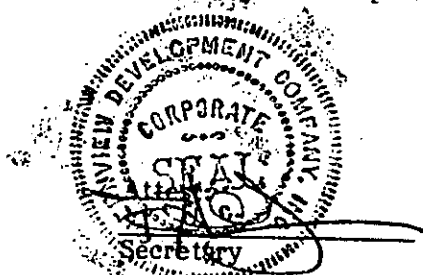
ARTICLE XIX

**SEVERABILITY.** Invalidity of any one of these covenants or any part thereof by judgment or court order shall not affect the validity of 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 prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in the Corporation name as of the day and year first above written.

Greenview Development Company, Inc.

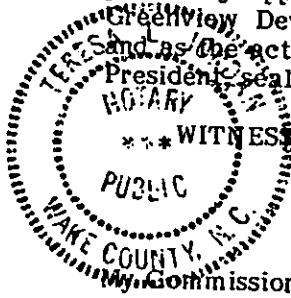
By: Harold E. Russell Jr.  
Vice President



NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Harold E. Russell Jr. personally appeared before me this day and acknowledged that he is the President of Greenview Development Company Inc., a corporation, and that by authority duly given and as the act of the corporation the foregoing Protective Covenants were signed by its President, sealed with its corporate seal and attested by its Secretary.



\*\*\* WITNESSES my hand and notarial seal this 20 day of November, 1987.

Teresa L. Jordan  
Notary Public

My Commission Expires:

10-13-88

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate \_\_\_\_\_ of \_\_\_\_\_

Teresa L. Jordan

Notar(y)(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.

KENNETH C. WILKINS, Register of Deeds

By Dail C. Thayer  
Asst / Deputy Register of Deeds