

MAI 17: Five STAR DEVELOPMENT  
STATE OF NORTH CAROLINA

P.O. Box 4249  
RALEIGH, N.C. 27619

000325

COUNTY OF WAKE

RESTRICTIVE COVENANTS

OF 9705031 MIN 21  
WELLINGTON PLACE  
PHASE II & III  
REGISTERED

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this the 31<sup>st</sup> day of December, 1997, by FIVE STAR DEVELOPMENT CORP., a North Carolina Corporation, as owners, hereinafter referred to as "DECLARANTS",

WITNESSETH:

WHEREAS, Declarants are the owners of WELLINGTON PLACE, PHASE II and III, which is more particularly described as follows:

BEING all of Lots 10 through 30, and Lots 41 through 48, Wellington Place, Phase II and III, as recorded in Book of maps 1997, Page 1883 Wake County Registry, reference to which is hereby made for greater certainty of description.

1. PREAMBLE: WHEREAS, Declarants desire to provide for the preservation of values and amenities of the said Wellington Place, and to impose certain restrictive covenants governing and regulating the use and occupancy of the same, for itself and every person whom shall hereafter purchase any lot in the property described above, together with such additions as may hereafter be made, to the covenants.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Declarants declare that the real property described above is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, and conditions, easements, charges, assessments, affirmative obligations, liens (sometimes referred to as "the covenants") hereinafter set forth, and said covenants shall run with the land and be binding on all persons claiming under and through the Declarants.

2. USE OF PROPERTY: All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one half (2 1/2) stories in height, which may be used and occupied as a resident for a single family. A private garage may be located on the same property. No part of said property shall be used for business, manufacturing or commercial purposes. No structure may be constructed prior to the construction of the main building.
3. APPROVAL BY ARCHITECTURAL COMMITTEE: No building or fence shall be erected, placed or altered on any premises in said development until the building plans, specifications and plat showing the location of such building or fence have been approved in writing as the conformity and harmony of external design with existing structures in the development, and as to location of the building or fence with respect to topography and finished ground elevation by an architectural committee composed of Declarants or three (3) persons designated and appointed by Declarants, or their successors or assigns. Said three (3) persons must be homeowners in Wellington Place. In the event said committee fails to approve or disapprove such design or location with 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 building or fence 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 such committee shall not be entitled to any compensation for services performed.

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In addition thereto, any outside antennas, satellite dishes, or other television receiving apparatus shall not be placed on said property without the approval of this committee

4. **COMPLETION OF STRUCTURES:** The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship on the owner or builder due to strikes, fires, nation emergency, or natural calamities.
5. **EXTERIOR CONSTRUCTION OF BUILDING:** No building shall be constructed or allowed to remain on the property whereby cinder blocks or stucco are visible from the exterior of said structure. No painting of blocks shall be used for the purpose of covering cement blocks. All driveways will be asphalt or concrete.
6. **SQUARE FOOTAGE:** The ground floor area of the main residential structure, exclusive of open porches, garages, and carports, shall not be less than 1050 square feet of heated area for a dwelling of more than one story, exclusive of open porches, garages, and carports; in no event shall there be less than a total of 1350 square feet of heated area in a 1 1/2 story where only the ground floor is finished, exclusive of porches, garages and carports.
7. **SETBACK REQUIREMENTS:** No dwelling of any kind, shall be located on any lot nearer than 25 feet to the front line nor nearer than 20 feet to the rear lot line. No building shall be located nearer than 10 feet to an interior side lot line and 25 feet from the right of way on side street lot line. Lot Number 1 is excepted from setback requirements, but must adhere to map requirements.
8. **LOTS FREE OF GARBAGE AND DEBRIS:** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specified area. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. Each purchase of a respective lot shall cause each lawn to be mowed as needed, cause the maintenance and protection of landscaping insuring proper drainage of the lot so as to prevent soil erosion, and cause the maintenance of the home and any other structures/and improvements located on said lot insuring its good condition and appearance. Failure to maintain lots and homes and other structures and improvements, including fences, in a tidy manner, fourteen (14) days after written notice from two-thirds (2/3) of the property owners excluding Declarants of the undesirable condition(s), will result in maintenance of the aforesaid by said property owners for which a reasonable charge will be levied against the purchaser. Failure to pay such charge within a reasonable time will result in a lien against the subject property. Neither Declarants nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder except in cases of gross negligence.
9. **NUISANCE OR NOXIOUS ACTIVITY:** No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, or animals, or devise or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
10. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, van lean-tos, basements, tents, shacks, garages, barns, or other outbuilding shall be used on any lot.
11. **MOBILE HOMES, HOUSE:** No mobile homes may be constructed or allowed to remain on the premises.
12. **PARKING OF VEHICLES:** No mobile home or truck-cargo trailer shall be allowed to be placed or parked on any lot, except that campers, vans, boats, and other recreational vehicles

- may be placed or parked on any lot as long as the same are not visible from the street on which the lot fronts.
13. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than eighteen (18) inches square and one sign of not more than six (6) square feet advertising the property during the construction and sales period.
  14. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other house pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
  15. **GARBAGE RECEPTACLES:** Each lot owner shall provide receptacles for garbage in an area not generally visible from public street view, or provide underground garbage receptacles or similar facility in accordance with reasonable standards.
  16. **STORAGE RECEPTACLES:** No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any other structure, or buried underground.
  17. **EASEMENTS:** Declarants reserve unto themselves, their successors and assigns, in addition to any easements of record, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers water mains, water drainage provisions and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, sewer, water drainage, and other public conveniences or utilities.
  18. **SUBDIVISION OF LOTS:** No single lot may be subdivided by purchaser so as to create two or more building lots from the original lot; purchaser may erect a structure on two or more lots with the provision that multiple lots are to be considered as one lot for purposes of set back lines.
  19. **TERMS OF COVENANTS AND RESTRICTIONS:** The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by all parties to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of this Declaration is recorded after which time said Covenants shall be automatically extended for successive periods for ten(10) years except they may be altered, amended, or revoked in whole or in part by written agreement of the record owners of at least two-thirds (2/3) of the platted lots.
  20. **NOTICE:** Any notice required to be sent to any Owner under the provision of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as Owner. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners.
  21. **MINOR VIOLATIONS:** Minor violations of set back lines and square footage of less than five (5%) percent shall not be cause for corrective action by other record owners.
  22. **ENFORCEMENT:** Enforcement of these covenants and restrictions shall be by and proceeding at law or in equity against any persons or person violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; and failure by any party hereto to enforce any covenants or restrictions herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter.
  23. **INVALIDATION:** Should any covenants or restrictions herein contained, or any sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal or enforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a federal, state or local agency, the latter shall prevail.
  24. **DEVELOPER:** The Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of

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underground electrical cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power and Light Company by the owner of each building

IN WITNESS WHEREOF, Declarants have caused this instrument to be executed the day and year first above written.

FIVE STAR DEVELOPMENT CORPORATION

BY: Carroll G. Ogle  
President

ATTEST:



BY: Sheila Ha'e Ogle  
Secretary

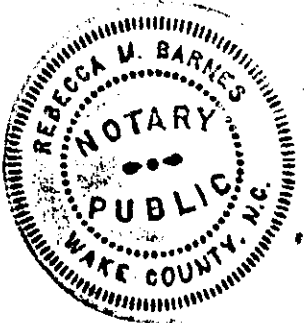
NOTARY AFFIDAVIT

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and state aforesaid, certify that Sheila Ha'e Ogle and Carroll G. Ogle personally appeared before me this day and acknowledged that (she) is Secretary of Five Star Development Corporation, a North Carolina corporation, and that by the authority duly given and as an act of the Corporation, the foregoing instrument was signed in its name by its President, Carroll G. Ogle. Witness my hand and official seal, this 31<sup>st</sup> day of December, 1997.

My commission expires on April 17, 1999.

Rebecca M. Barnes  
Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Rebecca M. Barnes

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.

LAURA M. RIDDICK, Register of Deeds

By Charles Adkins  
Asst. Deputy Register of Deeds