

Wason & Perry
NORTH CAROLINA
COUNTY
000209

PRESENTED
FOR
REGISTRATION

91 JUN 26 PM 2:51

PROTECTIVE COVENANTS
CEDAR KNOLL SUBDIVISION

THIS DECLARATION MADE THIS 28th day of May, 1991, by J. DOUGLAS McREE and wife, CHRISTINE E. McREE, 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 and are for the benefit of such property and for each owner 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 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 subject to these covenants is Cedar Knoll Subdivision located in New Light Township, Wake County, North Carolina, and is more particularly described as follows:

Being all of Lot 1 shown on that map recorded in Book of Maps 1991, Page 375 and being all of Lots 2,3,4,5 and 6 shown on that map of Cedar Knoll Subdivision recorded in Book of Maps 1991, Page 376, Wake County Registry.

No property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

The lots described in Article I hereof shall be used as residential lots. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed three stories in height and a private garage for not more than four cars.

ARTICLE III

Each residential structure shall have a heated area of not less than 1,400 square feet. For the purposes of this paragraph, the square footage shall not include porches, breezeways, steps, carports and garages. All single story residences shall have a roof pitch of not less than 7/12; and one and one-half story residences shall have a roof pitch of not less than 8/12; and all two or three story structures shall have a roof pitch of not less than 8/12. Roof pitches for contemporary designed houses will be approved on an individual basis by the Architectural Committee. As used herein "roof pitch" refers to the portion of the roof facing the street, or, on the front of the house, or, to sections of roof forming a gable end that is on the front of the house. The existing house on Lot 1 is exempt from these design and roof-pitch requirements.

Declarant reserves the right to waive in writing any minor violation of this Article. Any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE IV

All structures in the subdivision shall meet the following criteria:

A. Exterior siding for each dwelling and garage shall be either brick veneer, stone, wood, hardboard, or stucco.

B. Exterior chimneys shall have brick or stone masonry construction.

ARTICLE V

No dwelling shall be erected on any lot nearer to the front lot line than 45 feet, nor nearer to a side lot line than 15 feet; provided, however, on corner lots the dwelling may face either street and may be located no nearer than 30 feet to one street if the same is at least 45 feet from the other street. Declarant reserves the right to waive violations of these set-back requirements which are not in excess of 10% of the requirements stated above. Declarant, so long as it shall own at least one lot described above, shall determine the location of each house on each lot. Such location shall be shown on the plot plan submitted to the Architectural Committee.

ARTICLE VI

Declarant shall designate and appoint an Architectural Committee composed of three persons (hereinafter referred to as the "Committee"). The Declarant will appoint all of the original members and all replacements of the Committee.

No site preparation and no construction, erections, or installation of any structures, facilities, or other improvements whatsoever, including fences, walls, mail boxes, outside lighting, newspaper boxes, dog pens, screen plantings, and landscaping, shall be undertaken on any lot within the subdivision until the building plans, specifications, and plot plans have been submitted to the Committee, and the Committee has given written approval as to the location of the proposed structures, facilities and improvements with regards to topography, flowing and impounded waters, beginning and finished ground elevations, existing trees and shrubs, trees and shrubs to be planted, and neighboring structures, and has also given written approval of the proposed structures, facilities, and improvements with respect to conformity and harmony of the external design, exterior colors, and external materials thereof with other proposed or existing structures and improvements and the general character of the subdivision.

The further written approval of the Committee shall be required for any alterations of any approved plans, or subsequent to construction, the alteration or modification of structures and improvements, insofar as the modification or alteration would affect the conformity and harmony of the external design and external materials with other proposed or existing structures and improvements and general character of the subdivision.

In the event Declarant or the appointed Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, and in any event, if, after the submission, no suit to enjoin the erection of any building authorized in these Articles 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.

ARTICLE VII

A dwelling may be placed on more than one lot providing that plans and specifications for the same have been approved by Declarant or the appointed Architectural Committee.

ARTICLE VIII

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 trade materials or inventories (except during construction) may be stored upon the premises and no trucks, tractors, or inoperable automobiles 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

No trailer (except recreational vehicles and boats which are parked behind the dwelling and screened from street view), tent, shack, or barn shall be erected or placed on any lot covered by these covenants. No detached structure other than a garage shall be permitted on any lot. With prior written approval of the Architectural Committee, one detached storage building may be erected on each lot. Such building shall have the same finish and exterior materials as the house, shall be painted in the same or a harmonious color, must have a solid foundation or curtain wall, and be appropriately landscaped. The Architectural Committee shall exercise its sole discretion in approving requests for such storage buildings.

All propane, LPG, and other storage tanks in the subdivision shall be located underground.

ARTICLE X

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or household pets may be kept, provided that they are not bred or maintained for any commercial purpose. Any animal pens must be approved by the Declarant or the appointed Architectural Committee, and Declarant shall exercise its sole discretion in allowing or denying animal pens so long as it shall own any lot subject to these covenants.

ARTICLE XI

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, their heirs, successors and assigns.

ARTICLE XII

No fence, wall, hedge, or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lots without the written consent of the Architectural Committee. This Article shall not apply to the entrance signs.

ARTICLE XIII

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, either to restrain violation or to recover damages.

ARTICLE XIV

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE XV

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 full or in part.

ARTICLE XVI

All public and private utility distribution lines and facilities to be located in the subdivision shall be placed underground. Declarant

reserves the right to subject the subdivision to a contract and easement with the Wake Electric Membership Corporation, Carolina Telephone and Telegraph Company, and any other public or private utility company for the installation of underground utility cables, pipes and facilities; and for the installation of street lighting which may require a continuing monthly payment to the utility by the owner of the lot whereon the lights are located, or, a continuing monthly payment by each lot owner for a proportional part of the total street lighting cost.

ARTICLE XVII

These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots, or by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, when Declarant shall no longer own any lot in the Subdivision. Such instrument shall be recorded in the Wake County Registry.

ARTICLE XVIII

Declarant dedicates and reserves utility easements across and under an area 20 feet in width located 10 feet on either side of all side and rear-lot lines; and located on the 20 foot area closest to each front lot line. Any recombination of lot areas that results in a different side-lot or rear-lot line shall change the area subject to this easement; provided however, that no such recombination shall affect the rights of any person, firm, or corporation resulting from the physical location of utility lines or facilities in any such easement area prior to such recombination.

Declarant reserves for a period of 3 years from the date hereof an easement to go on any lot above mentioned whereon a sediment control basin is located for the purposes of maintaining, covering up, or removing such basin.

ARTICLE XIX

The owner of each lot shall provide adequate off street parking for all motor vehicles owned by the occupants of such lot and parked in the subdivision. There shall be no parking of motor vehicles in the streets in the subdivision.

ARTICLE XX

Each owner shall maintain all buildings on his lot in a neat and pleasing manner; and shall keep such lot free and clear of all tall grass, unsightly undergrowth, dead trees, trash and rubbish. The owner of each lot shall maintain a grassed lawn area on the shoulders and slopes adjacent to the street in Cedar Knoll Subdivision, and shall maintain, and replant as needed, all grass, ornamental trees and shrubs which shall be placed on the cleared areas along the street after street is installed. Declarant shall have the right to enforce this provision by specific performance; or, in the alternative, to have the lot and/or buildings cleaned up and maintained and to recover all costs incurred in doing so from the owner, including court costs and reasonable attorney's fees.

ARTICLE XXI

No satellite television reception dishes or other devices for the receipt of electromagnetic signals shall be located on any lot subject to these Restrictions. Any person desiring to install an exterior television antenna shall first obtain the approval of the Architectural Committee regarding the size, shape, location, proportion, and all other matters regarding the impact of the proposed antenna on the appearance of the house. The Architectural Committee shall exercise its sole discretion in approving or withholding any such approval. Nothing herein shall be construed to give any person the right to erect an outside antenna without the prior approval of the Architectural Committee.

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ARTICLE XXII

The Declarant reserves an easement on Lots Nos. 1 and 6 as shown on the above-referred maps for the purposes of locating thereon entrance signs and landscaping for the entrances to the subdivision. Included in the rights reserved by Declarant is the right to go on the easement area and to plant and maintain plants, shrubs, and trees and to maintain, repair, and replace any signs or portions thereof located on such lots. The rights retained hereunder by Declarant shall be for the benefit of the Declarant, and for any person, firm, or corporation which shall hereafter own any lot in the subdivision.

IN TESTIMONY WHEREOF, Declarants have hereunto affixed their hands and seals on the day and year first above written.

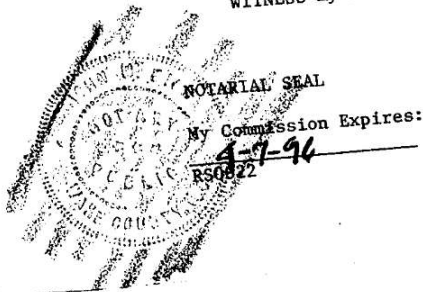
J. Douglas McRee (SEAL)
J. DOUGLAS McREE
Christine E. McRee (SEAL)
CHRISTINE E. McREE

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that J. DOUGLAS McREE and wife, CHRISTINE E. McREE, personally appeared before me this day and acknowledged and due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 24 day of June, 1991.

[Signature]
NOTARY PUBLIC



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____ of _____
John M. Bion 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 Jennifer L. Clifton
Deputy Register of Deeds