

MAIL TO: JAMES T STEPHENS PO Box 705 February 1983

PRESENTED
FOR
REGISTRATION

BOOK 3098 PAGE 305

NORTH CAROLINA

MAR 16 11 40 AM '83

WAKE COUNTY

R.B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

PROTECTIVE COVENANTS OF
SECTION III OF NORTH GATE
SUBDIVISION BOOK OF
MAPS 1982, PAGE 698
WAKE COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENT: That Charles C. McLaurin and Lary A. Stephenson, Trustee, and the Carolina Bank, a North Carolina Corporation, being all of the owners and persons, firms or corporations having an interest in those lands designated as North Gate Subdivision, Section III according to a map recorded in Book of Maps 1982 page 698, Wake County Registry, as an inducement to the purchase of said lands or a portion thereof by any other person, firm or corporation do hereby covenant and agree for themselves, their heirs and assigns with all persons, firms or corporation who or which may hereafter acquire any interest in or title to any portion of said subdivisions that all of the lands shown on maps of said subdivisions as hereinabove referred to are hereby made subject to the following restrictions as to the use thereof, which covenants and restrictions shall run with the lands by whomsoever owned, said covenants and restrictions being as follows:

1. A building unit shall consist of a tract of land having a width at the building line of not less than 100 feet and an area of not less than 20,000 square feet. A lot refers to the lots and every part thereof as are shown on a map of Section III of North Gate Subdivision in Book of Maps 1982 page 698, Wake County Registry. The owners of said lots or building units may vary the lines of said lots, but except as otherwise provided herein, may not reduce the size of any building unit to less than the above width or area and may not subdivide the lots in such manner that the number of lots within the subdivision will be increased.

2. No lot shall be used except for residential purposes, but nothing herein shall be construed to mean that a lot may not be converted to a street regardless of the type of use made of such street, provided that if such conversion will result in such a street being used for other than residential purposes, it shall first be approved by Charles C. McLaurin. No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached single-family dwelling not to exceed 2½ stories in height, a private garage for not more than three cars and outbuildings incidental to residential use.

3. No dwelling shall be permitted on any building unit which said dwelling has a ground floor area of the main structure, exclusive of basements, porches and garages, of less than 900 square feet of finished living area for a one-story building. One and one-half or two story dwellings must have a minimum of 1200 square feet of living area on all floors (only the area on first floor is required to be finished area). Split level dwellings must have a minimum of 900 square feet of finished living area on all floors. The computation of finished living area shall be by exterior measurements.
4. No building shall be located nearer than 10 feet to any adjacent building unit, nearer than 35 feet to any front line nor nearer than 20 feet to any side street line. For the purpose of this covenant, eaves, steps and open porches shall not be construed as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a building unit to encroach upon another unit.
5. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front 5 feet of the above described lots and across rear as shown on the recorded map. In the event that the owner of any lot shall acquire land adjacent to and in the rear of such lot, such lot owner may relocate the easement herein established over the rear lot line to conform to the increase in size of his lot and new improvements erected thereon, provided that such relocation is done at his own expense and does not interfere with the rights of the owners of other property within this subdivision in services rendered by the easement herein created. Such relocated easement shall be the same width as the original easement.
6. No animals or fowls shall be kept or allowed to remain on any lot other than household pets, and household pets shall not be bred or maintained for commercial purposes.
7. 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 a nuisance to the neighborhood.
8. No structure 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, except that the developers and contractors authorized by them may have temporary offices for the purposes of selling lots and houses.
9. No abandoned or inoperable vehicles shall be permitted on the property more than 30 days after abandonment. No trucks or other commercial vehicles are permitted to be parked on lots unless it is a two ton capacity or less.
10. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building or fence shall be erected or allowed to remain on said property, nor shall any alterations on any building on said property be made until the plot plan showing the location of said building on the lot and the plans and specifications showing the type and exterior lines thereof shall have been submitted to and approved in writing by Charles C. McLaurin or by such committee or agent he shall designate. In the event Charles C. McLaurin, or the committee or agent appointed by him shall fail to approve or disapprove such design or location within 30 days after said

plans or specifications have been submitted as herein required or in any event, if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been complied with fully. Neither Charles C. McLaurin, nor any architectural committee or agent designated by it shall be entitled to any compensation for services performed pursuant to this covenant. No approval of plot plan or plans or specifications by any corporation or persons designated in this paragraph shall be deemed permission to violate these covenants, regardless of the fact that the plot plan and/or plans and specifications clearly indicate the violations; and no such approval by said persons or corporation shall create an estoppel against the person executing this agreement or any person in the enforcement of these covenants. The requirements of this paragraph terminate upon the happening of any of the following events: (1) Charles C. McLaurin executes and records in the Wake County Registry an instrument terminating the requirements of this paragraph No. 10; (2) the demise of Charles C. McLaurin.

11. These covenants shall run with the land and be binding upon all parties and persons claiming under them until January 1, 2005, on which date they shall expire.

12. The enforcement of these covenants shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

13. In validation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Larry A Stephenson, Trustee, has hereunto set his hand and seal, and this instrument is signed by the owner Charles C. McLaurin and The Carolina Bank by its Trustee.



Larry A. Stephenson (SEAL)
Larry A. Stephenson, Trustee

Charles C. McLaurin (SEAL)
Charles C. McLaurin, Owner

THE CAROLINA BANK

by H. J. Smith
Vice President

Attest:

Wall H. Brien
Secretary AND

NORTH CAROLINA

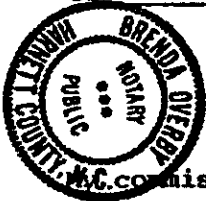
WAKE COUNTY

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I, the undersigned, a Notary Public, do hereby certify that Larry A. Stephenson, Trustee, and Charles C. McLaurin personally appeared before me this day and acknowledged the due execution of the foregoing instrument as trustee.

Witness my hand and notarial seal, this the 16th day

of March, 1983.



Brenda Overby
Notary Public

My commission expires: 2/21/84

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public, do hereby certify that before me personally came John Hatcher, Vice President, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Vice President and Walter G. Rogers Asst. Vice President is the Secretary of The Carolina Bank, the corporation described in and which executed the foregoing instrument; that he knows the common seal of the corporation; that the seal affixed to the foregoing instrument is the common seal; and the name of the corporation was subscribed thereto by the said officers who also subscribed their names thereto and affixed said common seal, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of the corporation.

Witness my hand and notarial seal, this the 15 day of

December, 1982.



Cynthia M. Creech
Notary Public

My commission expires:

My Commission Expires 7-15-84

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of Brenda Overby,
Cynthia M. Creech

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.

R. B. MCKENZIE, JR., Register of Deeds

By James B. Johnson
Deputy Register of Deeds