

WAKE COUNTY, NC 214
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/17/2003 AT 10:36:34

BOOK:010199 PAGE:02329 - 02336

Prepared by and return to: George N. Hamrick, Attorney at Law, 7048 HWY. 64 East,
Ste. 200, Knightdale, NC 27545.

NORTH CAROLINA
WAKE COUNTY

RESTRICTIVE COVENANTS FOR
TANNER'S CREEK SUBDIVISION

This Declaration is made and executed this 10th day of June 2003, by Johnny
Watson Builders, Inc.

W I T N E S S E T H:

Johnny Watson Builders, Inc., the owner and developer of the lands hereinafter
described, and herein referred to as "Declarant," desires to declare and place the
restrictions hereinafter described and upon the development, improvement and use
thereof.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, does
hereby covenant and agree with all persons, firms and corporations who or which may
acquire any interest in or title to any of the property hereinafter described, as an
inducement to said property, that the property, and each and every lot, described
below, is hereby made subject to the following restrictive covenants as to the
development and improvement and use thereof, which by whomsoever owned. The
real property to which these restrictive covenants shall be applicable being described as
follows:

BEING all of the lots in Tanner's Creek Subdivision, as said lots are shown on
maps recorded in Book of Maps 2003; Page 844, Wake County Registry.

ARTICLE I

The real property herein above described is subject 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 the 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, 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
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

An Architectural Committee shall be composed of two persons designated and appointed by the Declarant or such person, firm or corporation to whom Declarant has expressly assigned this right. The initial Architectural Committee shall be comprised of Johnny Watson and Frances Watson. When all lots in Tanner's Creek Subdivision have been sold by the Declarant, the initial Architectural Committee shall dissolve and the original members of said initial committee will have no further duties or responsibilities as a member of the Architectural Committee. Once the initial Architectural Committee is dissolved, the owners of the lots in the subdivision may, by a majority vote, form a permanent Architectural Committee to be comprised of three homeowners. The permanent Architectural Committee shall be granted the rights and responsibilities given to the initial Architectural Committee. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarant or its successors and the Architectural Committee.

ARTICLE III

LAND USE AND BUILDING TYPE. Except as provided herein, no lot shall be used except for single family residential purposes, except Declarant or its designee, may maintain a temporary business office and a model home on a lot. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of Architectural Committee and with compliance with the Wake County regulations) an accessory building or structure for storage or other appropriate residential uses. Nothing in this document shall be deemed to prohibit the conversion of a lot to a street.

ARTICLE IV

BUILDING DESIGN. No building (including an accessory building or structure and a garage) shall be erected, placed or altered on any premises in said development until the building plans, specifications and plat showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, including without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee. In the event the Committee fails to approve or disapprove the design or location within thirty (30) days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building 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 Committee shall not be entitled to any compensation for services performed pursuant to this covenant. All driveways shall be paved with concrete, asphalt, brick or other approved pavement material approved by the Architectural Committee. Only brick and block foundations shall be permitted unless otherwise approved by the architectural committee.

ARTICLE V

DWELLING SIZE. The living area of the main residential structure, exclusive of porches, garages, and basements, shall not be less than 1600 square feet on a one-story dwelling nor less than 1800 square feet for any other approved residential structure. No more than one dwelling shall be built on any lot or building site. The architectural committee reserves the right to vary this square footage requirement by up to ten percent. Said variance to be within the sole discretion of the architectural review committee.

ARTICLE VI

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 50 feet, provided, however, that on a corner lot, a dwelling may be located not nearer than 30 feet to one street if it is at least 20 feet from the other street. No building shall be located nearer than 10 feet of a side lot line. For the purpose of this covenant, eaves and steps shall not be considered part of the building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Accessory buildings must be of similar construction as main dwelling and must be approved by the architectural committee. The developer reserves the right to waive minor violations of the above set back requirements, with a minor violation being a variance of 10 percent or less. All buildings must always be in compliance with Wake County set back requirements.

ARTICLE VII

LOT AREA AND WIDTH. All lots as shown on the recorded map hereinabove referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side line clearances from new lot lines shall no longer be required. No recombination of lots may be made in a manner which results in any increase in the number of lots above those existing when these covenants became effective unless approved by the architectural committee.

ARTICLE VIII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, 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 of drainage channels in the easement, 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 IX

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED: NUISANCES PROHIBITED. No building or structure shall be used for any purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Committee.

No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any lot; provided, however, that nothing herein shall prohibit signs erected or displayed by Declarant in connection with the development of the properties and the marketing and sale of residences therein, and nothing herein shall prohibit a sale sign erected by any future owner attempting to market their individual house, provided such sign is not in excess of six (6) square feet.

ARTICLE X

TEMPORARY STRUCTURES, SATELLITE DISHES. No trailer, tent, shack, barn or other outbuilding 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 either temporarily or permanently. Satellite dishes shall be allowed on the premises only in locations approved by the Architectural Committee in writing, with type and style being submitted by the lot owner to the Architectural Committee prior to approval.

ARTICLE XI

TRUCKS, BOATS, TRAILERS. With the exception of pick-up trucks, no trucks, commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers, and trailers of any other description shall be permitted to be parked or stored on any lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the architectural committee, except only during periods of approved construction on lot.

ARTICLE XII

GARBAGE CONTAINERS. Garbage containers shall be kept in the back yard and shall not be visible from the street or an adjacent lot.

ARTICLE XIII

FENCES. No privacy fences or screening of any kind shall be erected or maintained on any lot between the rear of the residence constructed on such lot and the street which such lot fronts. Fences may be maintained on other portions of the lots only with written consent of the Architectural Committee as to location, material and height, and the decision of such committee to approve or reject a fence shall be conclusive. The Architectural Committee reserves the right to have a uniform fence requirement for all lots. Decorative fencing may be allowed anywhere on a lot if approved by the Architectural Committee.

The Declarant has erected a fence on Lots 1, 4, 5, 32, 33 and 34 of said subdivision, along the portion of said lots that border adjoining properties. The Declarant does reserve for its self, and its successors and assigns a perpetual easement over so much of said lots, as is necessary to maintain said fence. The fence and the easement in favor of the Declarant and its successors and assigns created herein shall be appurtenant to run with the specific lots set out above. Once all lots in the subdivision have been sold by the Declarant, so that the Declarant is no longer the owner of any lot in the subdivision, the Declarant's right to maintain said fence shall cease, and the responsibility and liability for the maintenance of the fence shall be on the individual lot owners.

ARTICLE XIV

ANIMALS. No farm animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property. No more than two dogs or two cats shall be allowed and all dogs kept outside must be kept within a fence which is approved as in Article XIII. On any lot that is one and one-half acres or more, it shall be permissible to have no more than three dogs or three cats.

ARTICLE XV

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 on which the Declaration and Agreement is filed for registration in the Registry of Wake County, after which period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part: provided, however, that any such instrument must be recorded within a six month period preceding the end of the twenty-five (25) year period or a ten (10) year extension period.

ARTICLE XVI

UNDERGROUND UTILITIES. All public service or other utilities requiring wiring, pipes or other instrumentalities of conveyance will be placed underground where practicable. The Declarant reserves the right to subject the real property in this subdivision to a contract with Progress Energy of the Carolinas, (formally CP&L) for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Progress Energy of the Carolinas by the owner of each building. The Declarant reserves the right to subject the real property in this subdivision to a contract with Progress Energy of the Carolinas for the installation of street lights which require a continuing monthly payment to Progress Energy of the Carolinas by each residential customer.

ARTICLE XVII

ROAD MAINTENANCE CERTIFICATION. There are certain rights-of-way and streets in said subdivision as shown on map recorded in Book of Maps 2003; Page 844, Wake County Registry. These streets will be maintained in an all-weather condition by the Declarant until such time as streets are accepted as a part of the roadway system by The State of North Carolina, Department of Transportation.

ARTICLE XVIII

GAS AND OIL TANKS. Whenever any homeowner desires to use any fuel which necessitates the location of any tanks on the lot, all tanks shall be buried or hidden by attractive structures, before the closing of the permanent loan on said lot, the construction of said structures is to be in accordance with specifications approved by the Architectural Committee.

ARTICLE XIX

APPEARANCE. Each owner shall keep his building site free of tall grass and weeds, undergrowth, dead trees, trash and rubbish, and the property shall be maintained so as to present a pleasing appearance. If in the opinion of the Architectural Committee an owner is not properly maintaining his building as provided, the Declarant may have the required work done and costs thus incurred shall be paid by the owner with enforcement pursuant of Article XX. Each owner shall also be responsible for maintaining and mowing all unpaved areas in front of that owner's lot that might be within the right-of-way of the streets within said subdivision. The drying of clothes in public view is prohibited. Lots 1 and 34 of said subdivision are each subject to a sign easement area as shown on the above referenced recorded map. For so long as the Declarant owns any lots in said subdivision, the Declarant shall be responsible for and entitled to maintain the signs and any plantings around the signs in both easements. When the Declarant no longer owns any lots in the subdivision, the Declarant's obligation to maintain the sign or any plantings shall cease.

ARTICLE XX

ENFORCEMENT. Enforcement shall be the responsibility of the homeowners of the subdivision, but Declarant and the Architectural Committee shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons violation or attempting to violate any covenant, either to restrain violation or to recover damages, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to these covenants.

ARTICLE XXI

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgement or court order shall in no way 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.

IN WITNESS WHEREOF, The Declarant, Johnny Watson Builders, Inc., has caused this instrument to be executed the day and year first above written by affixing names and seals thereto.

JOHNNY WATSON BUILDERS, INC.

By: *Johnny P. Watson*
Johnny P. Watson, President

Attest:

~~Secretary~~

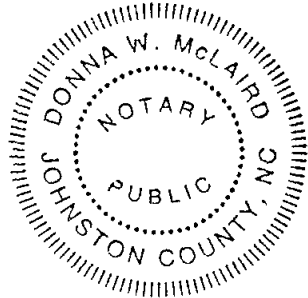
North Carolina

Johnston County

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Johnny P. Watson personally came before me this day and acknowledged that he is the President of JOHNNY WATSON BUILDERS, INC., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, ~~sealed with its corporate seal and attested by~~ as its Secretary. WITNESS, my hand and seal this 10th day of June, 2003.

Donna W. McLaIRD
Notary Public

My Commission expires: 4-13-2008



Laura M Riddick
Register of Deeds
Wake County, NC



Book : 010199 Page : 02329 - 02336

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate of Donna W. McLaird

Notary(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: Sheila Chestnut
~~Assistant~~/Deputy Register of Deeds

This Customer Group
of Time Stamps Needed

This Document
of Pages
New Time Stamp