

Wake County, NC 168
Laura M Riddick, Register Of Deeds
Presented & Recorded 06/07/2000 10:55:46
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Prepared by and Hold for:
James H. Pardue #149

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
FOR SILVERLAKE SUBDIVISION

THIS DECLARATION is made this 7th of June, 2000 by Neighborhood Properties of Cary,, LLC, a North Carolina Limited liability company, hereinafter called Declarant.

WITNESSETH:

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 inure to the benefit of and pass and run with said property and each and every lot of parcel thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, the property is, or will become, subject to that certain Declaration of Covenants, Conditions and Restrictions of Silverlake Planned Unit Development ("Master Declaration").

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be further 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 instrument is located in the County of Wake, State of North Carolina, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

No property other than that described above shall be deemed subject to these protective covenants 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 known and described 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 two stories in height (exclusive of basement and attic) and a private garage for not more than three cars. Notwithstanding the restriction herein contained, Declarant or its assigns may use a lot for a community water system or recreational facility to benefit all lot owners in the subdivision.

ARTICLE III

No tree (other than dead or diseased trees) shall be removed from any Lot nor shall any building, fence, wall or other structure, swimming pool or tennis courts be commenced, erected or maintained on any Lot, nor shall any exterior addition to, removal of all or any part of, or exterior change or alteration (structural or nonstructural) in any improvement on any Lot be made until such removal or the plans and specifications (showing the nature, kind, shape, height, materials, colors and location) therefor shall have been submitted to and approved in writing as to harmony of external design, types of material, colors and location in relation to surrounding structures and topography by an architectural control committee. Reference herein to "Architectural Control Committee" shall refer to an architectural control committee as created and established pursuant to the Master Declaration. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors and location or any requested building (set-back) line or orientation within forty-five (45) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

It is the intent of this Declaration that all buildings and structures within the Properties shall be constructed of attractive exterior materials of high quality. In its review of submissions, the Architectural Control Committee shall evaluate the construction standards and building materials for all proposed construction on the Lots to insure that they are in conformance with such objectives. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure on any Lot shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express consent of the Architectural Control Committee.

ARTICLE IV

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 Control Committee.

ARTICLE V

No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Architectural Control Committee which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.

ARTICLE VI

No commercial activities of any kind shall be conducted on any Lot. This restriction shall not preclude the carrying on of promotional activities by Declarant, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

ARTICLE VII

No dwelling shall be erected on any Lot nearer to the front or rear Lot line, or to any side Lot line, than shall be permitted under the applicable subdivision ordinances of the Town of Cary or any other governmental entity in effect at the time such dwelling is to be constructed.

ARTICLE VIII

No dwelling shall be erected or placed on any lot having an area of less than 8,000 square feet.

ARTICLE IX

No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

ARTICLE X

Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law.

ARTICLE XI

There shall be no obstruction of any portion of the Common Property or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Property or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

ARTICLE XII

No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times leashed and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which, by reason of its noisiness or other factor, is a nuisance (as determined by the Architectural Control Committee in its sole judgment) or annoyance to the neighborhood is prohibited.

ARTICLE XIII

No trucks, or 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 Control Committee, except only during periods of approved construction on the Lot.

ARTICLE XIV

No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Property or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Architectural Control Committee may take the necessary steps to remove the same at the Owner's expense.

ARTICLE XV

No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee.

ARTICLE XVI

No structure of a temporary character, trailer, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

ARTICLE XVII

Adequate off-street parking shall be provided by the Owner of each Lot for the parking of licensed, operational automobiles of such owner, on a concrete driveway of not less than ten (10) feet in width. No parking shall be permitted upon any street within the subdivision.

ARTICLE XVIII

No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless such receptacle is completely recessed into the ground and equipped with a permanent cover, or unless an above-ground receptacle is approved by the Architectural Control Committee.

ARTICLE XIX

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Service to the individual residences shall be underground.

ARTICLE XX

No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of Wake County, the Town of Cary or other appropriate Governmental Authority.

ARTICLE XXI

No 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 Control Committee as to location, material and height, and the decision of such committee to approve or reject a specific fence shall be conclusive. Nothing herein contained shall prevent placement of fences by the Declarant on the Common Property.

ARTICLE XXII

No exterior television or radio antennae, towers, satellite dishes, or similar structures will be allowed on any Lot in the Properties without the approval of the Architectural control Committee.

ARTICLES XXIII

The drying of clothes in public view is prohibited.

ARTICLE XXIV

There shall be no above-ground swimming pools on any Lot in the Property.

ARTICLE XXV

All residences in the Properties are to be constructed in accordance with the standards established by the Town of Cary and the County of Wake and, in the event of conflict between the two (2), in accordance with the more stringent.

ARTICLE XXVI

A storage shed may be permitted at the rear of each lot upon approval of the Architectural Control Committee after the plans and specifications or a photograph and a plot plan showing the proposed location have been submitted for approval.

ARTICLE XXVII

No hedge or screen planting shall be erected or permitted to remain on any lot closer to the front line than the front of the dwelling erected on said lot.

ARTICLE XXVIII

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 XXIX

Any term not otherwise defined herein shall have the definition provided in the Master Declaration. 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 XXX

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 thirty (30) 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 two-thirds of the then owners of the Lots has been recorded agreeing to change said covenants in full or in part. These covenants may be modified at any time by the recording in the Wake County Registry of an Agreement containing the modifications signed by the record owners of two-thirds (2/3) of the lots covered by these covenants at the time of the recording; provided however, so long as Declarant owns any lots subject to these covenants, or any land shown on the Master Plan for Silverlake PUD intended for future subjection hereto, such modification shall not become effective until approved in writing by Declarant.

ARTICLE XXXI

Declarant reserves the right to subject said property to a contract with a utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to said utility company by the Owner of each Lot.

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

Neighborhood Properties of Cary,, LLC (Seal)

By: H. Brantley Powell (Seal)
Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public, do hereby certify that H. Brantley Powell personally appeared before me this day and acknowledged that he is a member/manager of Neighborhood Properties of Cary, LLC, a North Carolina Limited Liability Company and further acknowledged the due execution of this instrument on behalf of the Limited Liability Company.

Witness my hand and official seal, this 7th day of June, 2000.

JAMES H. PARDUE
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 2-9-02

James H. Pardue
Notary Public

My commission expires:

EXHIBIT "A"

Being all of Phase I
Silverlake Subdivision
As shown on map recorded in Book of Maps 1999, Page 2004,
Wake County Registry.

Laura M Riddick
Register of Deeds
Wake County, NC



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**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 James H Pardue

____ 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: P. Anne Reed
Assistant/~~Deputy~~ Register of Deeds

This Customer Group
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