

PREPARED BY SENTER & STEPHENSON

NORTH CAROLINA

WAKE COUNTY

PROTECTIVE COVENANTS

OF

WYNDRIDGE SUBDIVISION

Book of Maps 1983, page 1311

PRESENTED
FOR
REGISTRATION

DEC 21 3 28 PM '83

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Wyndridge Developers, Inc, hereby agrees with all persons, firms, and corporations who hereafter acquire a lot from the above referenced subdivision, that the following protective covenants shall apply to to all lots conveyed out of said subdivision and said restrictions shall run with said properties by whomsoever owned, which covenants are as follows:

- (1) No lot shall be used except for residential purposes. No road shall be constructed on any lot in this subdivision connecting to any lot not in this subdivision.
- (2) No dwelling shall be permitted on any building unit which has in the main structure, exclusive of one-story open porches and garages, less than 1300 square feet of finished living area, however, developer has option to allow a ten percent (10%) variance in finished living area.
- (3) No dwelling shall be located any nearer than 10 feet from any side line or 25 feet from any rear line. The developer or owner of the subdivision shall have authority to waive a violation of these set back requirements up to 10% of the set back so violated.
- (4) No building of any type shall be placed, erected or altered on any premises in said subdivision until the plans, specifications, location of structure, and type of outside materials, which must be approved by the developer or owner of the subdivision, have been approved in writing by the developer or owner of the subdivision. If the developer or owner of the subdivision fails to approve the same within thirty days and no suit enjoining the erection of such building has been filed within said thirty days, then approval shall not be required. If the developer or owner disapproves said plans and the person making request for approval will not revise the plans within 90 days from the time of disapproval, then the developer or owner of the subdivision shall purchase said lot at a price established by the Raleigh Board of Realtors if the parties cannot agree on a purchase price. No fee shall be charged by the developer or owner for the approval or disapproval of said plans.
- (5) No outbuilding or storage building shall be erected upon any lots except those which are incidental to residential use and any building so constructed shall be of similiar types of material and appearances as the main dwelling structure and the location of any such building shall not be closer than 70 feet to any front line and shall conform to all other setback requirements herein set out.
- (6) No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood. No motor vehicle licensed to carry more than two tons shall be allowed or parked on any lot or street within said subdivision except those vehicles delivering building materials to develop or improve the lots within the subdivision or to carry furniture for any homeowner within said subdivision. No motor vehicle shall remain parked on any lot for more than thirty days which cannot move under its own power and components.

(7) No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time for a dwelling or residence, either temporarily or permanently except that the developer or owner may maintain a sales office or a contractor may maintain a temporary construction office on a lot where a house is under construction.

(8) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets which are not dangerous may be kept provided they are not kept, bred or maintained for commercial purposes.

(9) No fences of any kind may be placed in the front or side yards of any building unit unless approved in writing by the developer.

(10) Permanent and or temporary subdivision signs may be placed and maintained on lot 1 and lot 20.

(11) Enforcement of these covenants shall be by proceedings at law or at equity against the person, persons, corporations or firms violating or attempting to violate these covenants and if any covenants herein shall be declared void, then all remaining covenants shall remain in effect.

(12) These covenants may be amended from time to time by owners within said subdivision and shall run with the lots and be binding on all parties owning said lots until December 31, 2013, when they will expire.

IN TESTIMONY WHEREOF Wyndridge Developers, Inc., has caused this instrument to be signed in its corporate name by its president, its corporate seal hereunto affixed, and attested by its secretary, by order of its Board of Directors, this the 19th day of December, 1983.

Wyndridge Developers, Inc.

by Richard L. Watkins
Richard L. Watkins, President

Attest:

Charles L. Parker
Charles L. Parker, Secretary

NORTH CAROLINA
WAKE COUNTY

I, the undersigned notary public, do hereby certify that Charles L. Parker personally appeared before me and who, being by me duly sworn, says that he is the secretary of Wyndridge Developers, Inc., a North Carolina corporation, 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 the corporate seal and attested by its secretary.

Witness my hand and notarial seal, this the 19th day of December, 1983.

my comm. exp: 2/2/85

Brenda Overby (Clayton)
Brenda Overby (Clayton), Notary Public

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of Brenda Overby (Clayton)

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 Kenneth C. Smith
Asst./Deputy Register of Deeds