

PRESENTED
FOR
Prepared by Senter & Stephens
REGISTRATION

NORTH CAROLINA
WAKE COUNTY

SEP 10 2 23 PM '82

R.S. McKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

PROTECTIVE COVENANTS OF
SOUTH TRAILS SUBDIVISION
LOTS 1 through 37

KNOW ALL MEN BY THESE PRESENTS: That Rufus Anderson Builder, Inc., and Rufus R. Anderson and wife, Virgie T. Anderson, does hereby agree with all persons, firms, and corporations now owning or hereafter acquiring any interest in the property as Lots 1 through 4 recorded in Book 3023 page 234 as shown in Book of Maps 1982, page 431 owned by Rufus Anderson Builder, Inc., and the remainder of Lots 5 through 37 to be developed by Rufus R. Anderson and wife, Virgie T. Anderson out of acreage recorded in Book 2986 page 63, the following restrictive covenants shall hereby apply to all lots conveyed out of said subdivision, and said restrictions shall run with said properties by whomsoever owned, to wit:

1. No lot shall be used except for residential purposes.
2. No dwelling shall be permitted on any lot which has a ground floor heated area, basement square footage excluded, of less than 900 square feet except that any dwelling which is built with an attached carport or garage may contain only 810 square feet of heated area on the ground floor, and two story dwellings or split level dwellings shall have a minimum of 900 square feet.
3. No dwelling shall be located nearer the front lot line or any side street any closer than is indicated on the recorded map nor shall any dwelling be located any nearer than 10 feet to any side line or 20 feet to any rear yard line.
4. No outbuilding, or storage building, except which is incidental to residential use, shall be permitted on any lot and those which are incidental to residential use shall be constructed of similar type materials and appearances as the main dwelling structure or shall be a decorative composite unit building comparative with the main unit dwelling and any outbuilding or storage building shall not be placed nearer than 60 feet to the front lot line.
5. No concrete or cinder blocks, or other similar type shall be used as an exposed exterior wall.
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 an annoyance or nuisance to the neighborhood. No motor vehicle licensed to carry more than two tons shall be allowed on the streets or be permitted to be parked on any lot except those vehicles delivering building materials to develop or improve the lots within the subdivision.
7. 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.
8. No mules cows, chickens, or other animals or fowls shall be kept upon any lot except household pets and then never for breeding purposes.

9. In the event that a building is constructed nearer to an adjacent unit line or front line or rear line, but not nearer than 5 feet in excess of each set back requirement as established by either the map or these covenants, then such violation may be waived by the execution and recordation in the Wake County Registry of a written instrument signed by the current subdivision owner or owner of record or both, the adjoining lot owners of record waiving the violation and upon recordation of the waiver instrument, the violation shall not hereafter be deemed to exist.
10. 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, 2002, at which time they will expire.

IN TESTIMONY WHEREOF Rufus Anderson Builder, 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, and Rufus R. Anderson and wife, Virgie T. Anderson have hereunto set their hands and seals this the 8th day of September, 1982.

Rufus Anderson Builder, Inc.

by Rufus R. Anderson
President

Attest:
Virgie T. Anderson
Secretary

Rufus R. Anderson (SEAL)
RUFUS R. ANDERSON

Virgie T. Anderson (SEAL)
VIRGIE T. ANDERSON

North Carolina
Wake County

I, the undersigned Notary Public, do hereby certify that before me personally came Rufus R. Anderson, President, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President and Virgie T. Anderson is the Secretary of Rufus Anderson Builder, Inc., the corporation described in and which executed the foregoing instrument, that she 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 subscribed thereto by the said officers who also subscribed their names hereto and affixed said common seal, all by order of the Board of Directors of the corporation, and that the said instrument is the act and deed of the corporation.

Witness my hand and notarial seal, this the 8th day of September, 1982.

Brenda Overby
Notary Public

My commission expires: 2/21/85

North Carolina
Wake County

I, the undersigned Notary Public, do hereby certify that Rufus R. Anderson and wife, Virgie T. Anderson, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 8th day of September, 1982.

Brenda Overby
Notary Public

My commission expires: 2/21/85 NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of Brenda Overby

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 Charles A. Kelly
Asst. Register of Deeds