

Hold For Perry MASTROMARINO

Wake County, NC 460
Laura M Riddick, Register Of Deeds

NORTH CAROLINA
WAKE COUNTY

Presented & Recorded 12/09/1999 16:08:19
Book : 008478 Page : 02112 - 02115

PROTECTIVE COVENANTS, FOR
CLEARVIEW ESTATES SUB DIVISION.

THIS DECLARATION of Protective Covenants made this 3rd day of December 1999 by J.L. DEVELOPMENT CUSTOM HOMES, LLC.

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain real property hereinafter described, and desires to subject said real property to certain Protective Covenants as hereinafter set forth, and further desires to reserve unto itself certain drainage easements, sign easements, and utility service easements in connection with the property.

NOW, THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set out. The real estate, which is the subject of these Protective Covenants, is described as lots 1 Through 16 or any part thereof, in the subdivision known as Clearview Estates, Wake Forest Township, Wake County. And recorded in Book of Maps of 1999, Page 2130 said Registry, that said tracts are subject to the following covenants and restrictions as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. All tracts in Clearview Estates Subdivision will be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached garage for not more than three cars.
2. All dwellings having two or more stories shall contain a finished ground floor area, exclusive of basements, porches and garages of 1000 square feet or more. All dwellings having more than one story but less than two shall have a finished ground floor area, exclusive of porches, basements and garages of 1000 square feet or more. All split-levels or multilevel dwellings shall have a finished living area (living, dining, kitchen and bedrooms), exclusive of basement area, porches and garages of 1200 square feet or more. A minimum square footage of 1800 square feet. All one-story dwellings shall have a finished ground floor area, exclusive of basements, porches and garages of 1800 square feet or more, except that a one-story dwelling may have 1600 square feet of finished ground floor area if it has a full basement. Or if it has a double garage at the side (other than front or back) of the dwelling, J.L. DEVELOPMENT CUSTOM HOMES, LLC. reserves the right to approve any type dwelling not mentioned above provided it has at least the above mentioned minimum square footage of finished living area. The exterior of all dwellings must be finished not later than one year from the date construction begins.
3. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building shall be erected or allowed to remain on said property, until a complete set of plans for dwelling house is reviewed by said developer. The plans shall show elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by J.L. DEVELOPMENT CUSTOM HOMES, LLC. Or by such other person designated by developer. In the event that the person to who said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to him. Or, in any event, if not suit to enjoin the erection of such building 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. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans need not include a plot plan showing location of house, specifications, and design of drive unless requested by reviewer. If a plot plan is required, a pencil sketch showing approximate locations and design will be acceptable. Where road pipe is needed it must be reinforced concrete at least fifteen inches in diameter.
4. The owner of any tract containing an approved dwelling may erect one or more outbuildings thereon provided that he first submits plans for such outbuilding to J.L. DEVELOPMENT CUSTOM HOMES, LLC. or to such person designated by it. Such plans shall show the location of the proposed outbuilding, the type of exterior building materials, and the proposed use to be made of the outbuilding. Such plans shall be approved, or shall be deemed to have been approved as provided in paragraph 3.
5. No dwelling shall be located on any tract nearer to the front property line (Road-Right-of-Way) than 50 feet or nearer to the side property line than 10 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of a dwelling on a tract to encroach upon another tract.

- 6.- The lots in the subdivision shall not be re-subdivided, except that the Declarant reserves the right to adjust the location of the various lot lines as may be necessary to assure the usability of a particular lot or group of lots.
7. Each lot shall have its own well or other approved water source and septic tank or other approved waste disposal system. All water sources and waste disposal systems must comply with the standards set forth by the County Health Department. All trash and garbage must be disposed of by a method approved by the County Health Department or through a duly franchised waste disposal service operating in the County. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.
8. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. No inoperable, unlicensed or junk motor vehicles or equipment of any kind may be located on the property.
10. All yards and surrounding landscape shall be kept free of unsightly debris and neatly mowed and maintained at all times.
11. No shelter of a temporary or permanent character, such as a trailer, basement, tent, shack, garage, or barn shall be used on any tract at any time as a residence, either temporary or permanently.
12. No manufactured singlewide or doublewide homes are allowed onto the land for any use. Modular homes can be used for residential use subject to the Declarant permission. These homes have to be uniform to a conventional site built home and approved as per paragraph 3 above. (These are the types of modular homes without frames and they are lifted onto the site with cranes.)
13. An easement is reserved over the rear 10 feet of each tract and over a strip five feet in width along the sidelines of each tract for the installation of utilities and drainage facilities. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, the said J.L. DEVELOPMENT CUSTOM HOMES, LLC. Or such person as the said J.L. DEVELOPMENT CUSTOM HOMES, LLC. shall have designated in writing, shall be authorized to release said five-foot easement by a proper written instrument duly recorded in the Wake County Registry.
14. The Grantors reserve the right to subject the property in the subdivision to a contract with Wake Electric Membership Corporation 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 continuing monthly payment to Wake Electric Membership Corporation by the individual lot owners.
15. In the event that a dwelling is constructed nearer to the adjacent tract than is permitted by these restrictive covenants, but not nearer than ten feet to such line, such violation may be waived by recording in the Wake County Registry. An instrument in writing executed by J.L. DEVELOPMENT CUSTOM HOMES, LLC. or such other person authorized by it to make such waiver, and by the owners of the adjacent tract on the side on which the violation occurs. Upon the execution and recordation of such waiver said violation shall not thereafter be deemed existing.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. In addition the owners of the following tracts Lot 8, 9, 14, 15 & 16 may keep a maximum of two horses or ponies (or one of each) on said tracts. Stables shall be located exclusively on the rear one-fourth of any tract.
17. No tract or portion thereof shall be dedicated or used for a public street without the written consent of J.L. DEVELOPMENT CUSTOM HOMES, LLC its successors or assigns.
18. 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. Such action may be either one to restrain a violation or to recover damages.
19. 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.
20. 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 years. This will run from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. Unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Individual lot owners or the Declarant may enforce these Protective Covenants.

RESERVATION OF UTILITY EASEMENTS

- The Declarant hereby reserves the right to grant general utility service easements to any public utility desiring to provide service of such utilities to the subdivision or any individual lot located in the same.
- Declarant reserves surface water drainage easements wherever the same may be necessary for proper maintenance of the of the roads and driveways, and the right to direct water from its natural course to a more suitable course within the subdivision whenever it deems the same to be necessary or desirable. Declarant specifically reserves and dedicates the drainage and other easements shown on the subdivision plats.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hand and seals, on the 9th day of December 1999

J.L. DEVELOPMENT CUSTOM HOMES, LLC

By: _____

~~President~~

MANAGER

ATTEST:

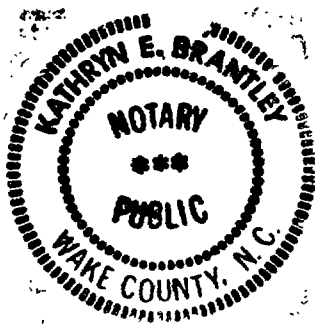
Secretary

I, the undersigned Notary Public in and for the aforesaid County and State, certify that John Loureiro personally came before me this day and acknowledged that he is Manager ~~President~~ of J.L. DEVELOPMENT CUSTOM HOMES, LLC, a limited corporation. And that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Manager, ~~sealed with its corporate seal, and attested by its~~ Secretary.

WITNESS my hand and Notarial seal this 9th day of December 1999.

My Commission Expires: 8/2/2003

Kathryn E. Brantley
Notary Public





Book : 008478 Page : 02112 - 02115



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

North Carolina - Wake County

The foregoing certificate of _____

Kathryn & Brautley

_____ 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: Sandra K Callahan
~~Assistant/~~Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
4 New Time Stamp
 # of Pages