

BK5946PG0442

HOLD FOR:

PERRY, PATRICK, FARMER & MICHAUX, PA

Prepared by ~~att:Hold for~~

Senter and Stephenson

Post Office Box 446

Fuquay-Varina 27058

PRESENTED
FOR
REGISTRATION

93 DEC 30 AM 9:09

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

NORTH CAROLINA

WAKE COUNTY

PROTECTIVE COVENANTS

OF

BREWER'S GLYNN

Phase II

Book of Maps 1993, page 1122

KNOW ALL MEN BY THESE PRESENTS that COUNTRY LANE DEVELOPMENT CORPORATION, owners, developer and declarant; hereby agrees with all persons, firms and corporations who hereafter acquire a lot from the above referenced subdivision (Brewer's Glynn) that the following protective covenants shall apply to all lots conveyed out of said subdivision and said restrictions shall run with the properties by whomever owned, which covenants are as follows:

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 Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

Being all of Lots #9 through #29 as shown in Book of Maps 1993, page 1122, Wake County Registry.

No property other than that described above shall be deemed subject to the Declaration 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

All lots shall be used for residential purposes exclusively. Any occupational usage must receive written approval of Declarant.

ARTICLE III

No dwelling shall be permitted to be erected or remain on any lot with the ground floor area of the main structure exclusive of one-story open porches and garages less than 1000 square feet of heated and cooled living space.

ARTICLE IV

No building shall be located on any lot nearer the front lot line or rear lot line, street abutting the front of any lot or any side street than allowed by the Town of Wake Forest.

ARTICLE V

No building, or any improvements shall be erected, placed or altered on an building

site until the plans, specifications, location of structure, and type of outside materials have been approved in writing by the Declarant. If the Declarant fails to approve the same within 30 days and no suit enjoining the erection of said building has been filed within said 30 days, then approval shall not be required. No fee shall be charged by the Declarant for the approval or disapproval of said plans.

ARTICLE VI

No outbuilding or storage building shall be erected upon any lot except those which are incidental to residential use and any building so erected shall be of similar types of material and appearance as the main dwelling structure and the outbuilding so constructed shall not exceed 500 square feet in size with attached shelters included and shall be no closer than 70 feet to the front lot line and shall conform to all other set back requirements set out in ITEM IV above.

ARTICLE VII

All trash cans, incinerators or other equipment for the storage or disposal of rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition confined to the rear of the lot except those times when garbage pick-up is provided by the Town of Wake Forest.

ARTICLE VIII

No commercial signs shall be allowed except "For Sale" or "For Rent" signs which comply with signage ordinances of the Town of Wake Forest.

ARTICLE IX

No construction materials or above ground storage tanks shall be allowed except materials associated with construction or storage tanks associated with construction of a dwelling or to comply with any governmental storage tank regulations

ARTICLE X

No noxious or offensive activity 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 trade materials, inventories, cars, trucks, tractors, or any motor vehicle, inoperable or unlicensed, may be stored or regularly parked on the premises. No 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 which cannot move under its own power and/or components. No boats, trailers, campers or recreational vehicles shall be stored in the front yard or roadways for more than 15 days.

ARTICLE XI

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot with the following exceptions. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. The household pets must be kept and contained on owners' property.

ARTICLE XII

No fence, wall, hedge or mass planting shall be erected or permitted to remain unless approved in writing by the Declarant or the adjoining neighbors on both sides if the Declarant no longer exists.

ARTICLE XIII

No satellite disc nor any other electronic receiving or transmitting equipment will be allowed on any lot.

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ARTICLE XIV

All driveways placed on the lot must be made of concrete and will meet the Town of Wake Forest standards.

ARTICLE XV

Owners of occupied homes or homes for sale will keep the lawns mowed on a regular basis, (a) to a height not to exceed six inches including the area from the lot line of the edge of the curb or pavement, and (b) keep the lot clear of any debris, natural or manufactured. Any lot owner who does not comply with these standards agrees that the expense incurred by any party who performs mows, cuts or clears said lot shall constitute a lien upon said lot which may be filed as a materialman's lien but only after written notice to the owner that these labors will be performed after 15 days if the owner does not perform these mowings, cutting or clearing tasks within the 15 days.

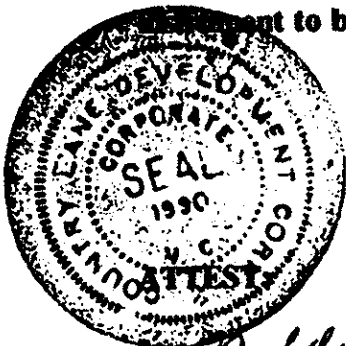
ARTICLE XVI

Any land owner or combination of land owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.

ARTICLE XVII

These covenants may be amended from time to time by all the owners within the subdivision and these covenants and any amendments adopted are to run with the land and shall be binding on all persons owning lots herein for a period until 31st December 2023 at which time they will expire.

IN TESTIMONY WHEREOF, COUNTRY LANE DEVELOPMENT CORPORATION, by authority granted by the board of directors, has caused this instrument to be executed.



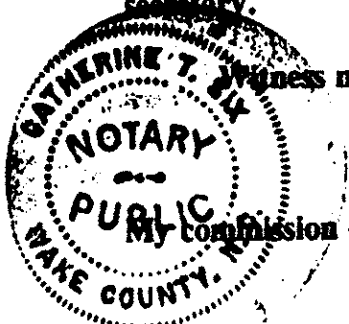
COUNTRY LANE DEVELOPMENT CORPORATION

by Steve M. Simpson
Steve M. Simpson Vice-President

by Mildred L. Nivision
Mildred L. Nivision, Secretary

NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned notary public, do hereby certify that MILDRED L. NIVISION personally appeared before me this day and acknowledged that she is the secretary of COUNTRY LANE DEVELOPMENT CORPORATION, a NC Corporation, and that by authority duly given her 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 her as its secretary.



Witness my hand and notary seal, this the 27th day of September 1993.

Catherine T. Six Notary Public

NORTH CAROLINA — WAKE COUNTY
The foregoing certificate is of _____

Catherine T. Six Notary Public is
(and is 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)

By P. Anne Reed
Adj. Deputy Register of Deeds