

EX 8125PG2806

Prepared by and return to William T. Hutchins, Jr., 3100 Tower Boulevard, Suite 1200, Durham, NC 27707

NORTH CAROLINA

WAKE COUNTY

000333

RESTRICTIVE COVENANTS

PROCESSED

REGISTERED

SEP 17 1998

REGISTERED

WAKE COUNTY

THIS INSTRUMENT, made and entered this 7th day of August, 1998
by MARY LEE PERRY (Widow) (hereinafter referred to as "Developer"):

WITNESSETH:

WHEREAS, Developer is the owner of all that tract of real property (the
"Development Area") located in Panther Branch Township, Wake County, North Carolina,
which tract is shown by those plats of survey entitled, "PERRY PLACE SUBDIVISION,"
which plats are of record in Map Book 1998 Pages 1210, 1211 and 1212, Wake County
Registry, to which plats reference is hereby specifically made; and

WHEREAS, Developer proposes to sell and convey certain lots shown on the
aforesaid plats to be used for residential purposes and to develop said lots, and additional
property within the Development Area which may be acquired by Developer, into a well
planned residential community; and

WHEREAS, Developer, prior to selling and conveying the aforesaid residential lots,
desires to impose upon such lots certain mutual and beneficial restrictions, covenants,
conditions and charges (hereinafter collectively referred to as the "Restrictions") for the
benefit and complement of all of the residential lots in the subdivision in order to promote
the best interests and protect the investments of Developer and the purchaser or purchasers
who may acquire fee simple title to such lots (the "Lot Owners"):

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NOW, THEREFORE, Developer hereby declares that all numbered lots shown on the aforementioned plats and any additional property within the Development Area as may by subsequent amendment be added to and subjected to this instrument, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this instrument and the Restrictions included herein. This instrument and the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in or to the real property or any part or parts thereof subject to this instrument. The Developer reserves in each instance the right to add additional restrictive covenants in respect to any real property within the boundaries of the Development Area or to limit therein the application of this instrument.

ARTICLE 1

RESTRICTIONS ON USE AND OCCUPANCY

A. No lot shall be used except for single family residential purposes. No structures shall be erected, placed or permitted to remain on one numbered lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling, including a private enclosed garage with space for not more than three (3) automobiles and a second story for guests and/or servants quarters, which garage shall not be rented separately for remuneration. Unenclosed carports, or similar storage structures, shall not be erected, placed or permitted to remain on any Lot. For purposes of this instrument, a "Lot" shall be defined as a separately numbered tract of land lying within the subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be

conveyed by the Developer and owned in fee by the Grantee of such a conveyance, and held for such uses as are consistent with this instrument and the Restrictions covering the area wherein the tract is located. The Lot Owner of all of a numbered Lot may combine such numbered Lot, with a part or parts of another such numbered Lot which said Lot Owner owns and which is adjacent thereto and the aggregate shall be considered as one Lot for the purposes set out herein.

B. Any dwelling constructed on a Lot subject to these Restrictions shall contain not less than 2,000 square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings) if the dwelling is one and one-half stories or two stories or 1,800 square feet if the dwelling is one story.

C. The roof of all dwellings shall have a minimum pitch of 7.5/12 if a two story dwelling and 6/12 if a one story dwelling.

D. No above-grade structure (except approved fences or walls) may be constructed or placed on any Lot except within the minimum building set back lines as set forth by the Wake County Zoning Ordinance. Any Lot Owner owning a Lot and a portion or all of an adjoining and contiguous Lot or Lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous Lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject Lot Owner's property, and thereafter such combinations of Lots or portions thereof shall be treated for all purposes under these Restrictions as a single Lot.

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E. All plumbing fixtures and sources of sewerage located on a Lot shall be connected to a satisfactorily functioning septic system approved by governmental authorities. No outside toilet shall be constructed or permitted on any Lot except during construction or as herein expressly provided.

F. The following general prohibitions and requirements shall apply and control the improvement, maintenance and use of all Lots:

1. No mobile home, trailer, camper, tent or temporary house, temporary garage or other temporary outbuilding shall be placed or erected on any Lot.
2. Once construction of a dwelling or other improvement is started on any Lot, the improvements must be substantially completed in accordance with the approved plans and specifications within twelve (12) months from commencement.
3. All dwellings and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in good workmanlike manner and quality. The exterior of all dwellings and permitted structures shall be either natural wood, stone, masonite, stucco, brick, hardiboard and any other exterior material the Developer deems appropriate. T-111 plywood siding will not be allowed. The covering for all roofs shall be wood shake shingles or architectural style shingles or similar style shingles. No used structures shall be relocated or placed on any Lot and no structures shall have an exterior constructed of concrete blocks, asbestos or asphalt siding. All driveways shall be of concrete paving and all foundations shall be constructed of approved brick.

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4. Except structures erected by the Developer or Developer's agents or by those who have first obtained the prior written consent of the Developer, no structure erected upon any Lot may be used as a model exhibit or house.

5. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.

6. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot or other area in the Development Area.

7. Any dwelling or improvement on any Lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such Lot longer than three (3) months.

8. No stripped, partially wrecked or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any Lot. All motor vehicles of any type kept on any Lot shall have current registration and inspection certificates. There shall be no long term storage of work or other service vehicle on any Lot.

9. No vehicle of any type shall be parked on any street in the Development Area. No truck nor other vehicle of a one ton load capacity nor any mobile home, trailer, camper, similar vehicle or boat shall be parked or kept overnight or longer, on any Lot, in such a manner as to be visible to the occupants of other Lots or the users of any street or recreation area.

10. All fuel storage tanks shall be buried below the surface of the ground and all outdoor receptacles for ashes, trash, rubbish or garbage shall be installed

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underground, screened or placed and kept as not to be visible to the occupants of other Lots or the users of any street or recreation area.

11. All outdoor poles, clotheslines and similar equipment shall be screened or so placed as not to be visible to the occupants of other Lots or the users of any street or recreation area.

12. All recreational equipment and personal property other than automobiles or bicycles must be stored in such a manner as not to be visible from any street or to the occupants of other Lots.

13. No sign (excluding typical "For Sale" and building identification signs or similar signs), billboard or other advertising structure of any kind may be erected or maintained upon any Lot; provided, however, that construction identification signs showing the Lot number and the name of the builder may be exhibited upon the Lot during the period of construction.

14. No radio station or short wave operator of any kind shall operate from any Lot or residence. All radio and television antenna, disc or dishes shall be installed in such a fashion so as to not be visible from any street or to the occupants of other Lots.

16. All dwelling connections for all utilities including, but not limited to, water, electricity, gas, telephone and television shall be run underground from the proper connection points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority.

17. 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 in a reasonable number may

be kept provided they are not kept, bred or maintained for any commercial purpose and provided that such pets do not constitute a danger or nuisance to other Lot Owners.

18. Any outbuilding shall be of the same material, quality, general appearance and workmanship as the dwelling on the Lot. All fences shall be less than six feet (6') in height and shall be of a material, quality, general appearance and workmanship that complements the dwelling on the Lot and which does not unreasonably detract from the overall appearance of the neighborhood. Chain link fences shall not be permitted on any Lot.

19. Entrances to enclosed garages may face in any direction provided that all such garages shall have a door or doors that completely close off the garage entrance and such door or doors shall remain completely closed except during periods of actual use of such garage entrance.

20. No window air conditioning units shall be installed in the side of any structure in such manner as to be visible from any street or recreational area.

21. No noxious, offensive or illegal trade activity shall be carried on upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to other Lot Owners or to the neighborhood.

Notwithstanding any of the foregoing, the Developer reserves, in its sole and exclusive discretion, the right to waive any and all violations of the restrictions contained in this Article.

ARTICLE 2

ARCHITECTURE STANDARDS

Until such time which time is the earlier of (i) the time the Developer no longer owns any portion of the Development Area or (ii) the Developer no longer desires to hold such authority or control, all approval or disapproval with respect to architectural and aesthetic construction matters shall be vested in the Developer who shall approve or disapprove such matters in conjunction with the standards set forth in (A) - (H) below and any other standards Developer, in her sole discretion, may wish to implement:

A. No construction, which term shall include within its definition clearing, excavation, grading, exterior painting and other similar work, shall take place except in strict compliance with this Article, until the requirements thereof have been fully met and until the written approval of the Developer has been obtained. Before the commencement of construction, a complete set of plans including specifications and details of the anticipated construction shall be submitted to the Developer for the approval of the Developer. Following such submission, the Developer shall either approve or disapprove such plans, specifications and/or details in accordance with the provisions of this instrument.

B. The Developer shall have exclusive jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof, together with all modifications, additions or alterations subsequently to be constructed on any Lot or made to any improvements initially approved including without limitation fences and outbuildings.

C. The Developer shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to her in the event the same are not in accordance

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with any of the provisions of these Restrictions; if the design, color scheme or location upon such Lot or Lots of the proposed improvements are not in harmony with the general surroundings or adjacent structures; or if the plans and specifications submitted are incomplete; or in the event the Developer deems the plans, specifications or detail, or any part thereof, to be contrary to the best interests, welfare or rights of the Developer or any part of the Development Area or to the Lot Owners.

D. The Developer shall approve or disapprove plans or specifications and details submitted in accordance with procedures within thirty (30) days from the receipt thereof and the decisions of the Developer shall be final and not subject to appeal or review. In the event that the Developer fails to approve or disapprove plans or specifications and details within thirty (30) days after submission, approval shall be deemed to have been given by the Developer.

E. The Developer, or her agent, shall have the right to inspect all construction to ensure that it is performed in strict accordance with the approved plans, specifications and details.

F. Nothing contained herein shall be construed to limit the right of a Lot Owner to remodel the interior of his residence or permitted appurtenant structures, or to paint the interior of the same any color desired.

G. In no event shall the Developer be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein nor for any structural or other defect in any construction.

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H. The requirements of this Article shall constitute a lien or encumbrance on any Lot on which construction is completed, and any subsequent purchaser thereof who allows a violation to be a continuing violation shall continue to be subject to such lien or encumbrance. The requirements of this Article shall not apply to any structures constructed by Developer or her agents.

ARTICLE 3

STREET LIGHTING

The Developer shall retain the right to execute contracts with Carolina Power & Light Company or other similar service providers in order to provide for the installation of street lighting within the Development Area. Such contracts may provide that the Lot Owners are, and shall remain, responsible for the payment, on a monthly or other continuing basis, of charges associated with said street lighting. All such charges associated with the use of electricity and other costs associated with the repair and maintenance of the street lighting shall be borne by the Lot Owners on a pro rata basis. Notwithstanding the foregoing, the Developer shall be under no affirmative obligation to provide for street lighting within the Development Area.

ARTICLE 4

LANDSCAPE AND SIGNAGE EASEMENTS

Landscape and signage easements are located at both the Fieldgrass Place and Panther Hill Drive entrances to the Development Area and are shown in greater detail by the aforementioned plats of record at the Wake County Registry. The Lot Owners shall be

responsible for the maintenance and beautification of the landscape and signage easements and all costs associated with such maintenance and beautification shall be borne by the Lot Owners on a pro rata basis.

ARTICLE 5

COMPLIANCE WITH PROVISIONS

In the case of a failure of any person to comply with the terms and provisions contained herein, any aggrieved Lot Owner or the Developer may prosecute an action at law or in equity and may recover sums due, damages, injunctive relief and/or such other and further relief as may be appropriate. The remedies provided by this Article are cumulative and are in addition to any other remedies provided by law.

ARTICLE 6

WAIVER

No provisions contained herein shall be deemed to have been waived, abandoned or abrogated by reason of failure to enforce them on the part of any person as to the same or similar violation, no matter how often the failure to enforce is repeated.

ARTICLE 7

VARIANCES

The Developer, in her discretion and during the time in which the Developer shall be able to exercise authority regarding the Architecture Standards as provided herein, may allow reasonable variances and adjustments of the provisions contained herein in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this instrument. In the event the time period

during which the Developer may exercise authority over the architecture standards shall have expired, then variances may be granted as provided in this Article by the execution of a written instrument executed by not less than sixty six and 2/3 percent (66 2/3%) of the Lot Owners. Any variance granted pursuant to this Article must be recorded at the Wake County Registry in order to be effective.

ARTICLE 8

DURATION AND AMENDMENT

A. The covenants and restrictions contained herein shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of one (1) year and shall at all times inure to the benefit of and be enforceable by the Developer or the owner of any land subject hereto, their respective legal representatives, heirs, successors and assigns. This instrument may be amended in full or in part by an instrument signed by not less than sixty-six and 2/3 percent (66 2/3%) of the Lot Owners. To be effective, any amendment must be recorded at the Wake County Registry.

B. Invalidation of any one of the provisions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 9

CAPTIONS

The captions preceding the various Articles of this instrument are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of this instrument. As used herein, the singular includes the plural and references to the masculine

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shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and the feminine.

ARTICLE 10

ASSIGNABILITY OF RIGHTS AND LIABILITIES

Developer shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to her by this instrument. Following any such disposition, Developer shall in no way be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of any of the provisions of this instrument.

IN WITNESS WHEREOF, Mary Lee Perry has executed this instrument under seal the day and year first above written.

Mary Lee Perry (SEAL)
Mary Lee Perry

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STATE OF NORTH CAROLINA

COUNTY OF Durham

I, a Notary Public of Durham County and the State of North Carolina, certify that Mary Lee Perry personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 7th day of August, 1998.

Robert O. Belo
Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Robert O. Belo

Notar(y)(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 Austin Dean
Asst./Deputy Register of Deeds