

Held for: Daniel R. Shearn
Hall, Hill, O'Donnell, Taylor, Manning, Shearn

NORTH CAROLINA

WAKE COUNTY

BOOK 3911 PAGE 691

PRESENTED
FOR
PROTECTIVE COVENANTS
COTTONWOOD SUBDIVISION

THIS DECLARATION, Made this 31st day of December, 1986, by
Lovick Builders, Inc., a North Carolina Corporation, hereinafter
called Declarant;

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, NC

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth below:

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 Cottonwood Subdivision as described in Exhibit A attached hereto and incorporated herein by reference.

The real property described in Article I hereof is subject to the Protective Covenants and Restrictions hereby declared to insure the best use and the most appropriate development and improvements of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials, to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from street, and adequate free spaces between structures, and in

general to provide adequately for a high type and quality of improvement in said property and thereby enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot as the well site for a community water system or for use in providing a recreational area for the individual lot owners as a group. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

ARTICLE III

SITE PLAN APPROVAL. No building, fence, swimming pool, or any other structure shall be erected, placed, or altered in any premises in said development until the building plans, specifications, and plot showing the location of such improvements, have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topographies and finished ground elevation by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by declarant or its assigns. In the event said committee fails to approve or disapprove such design within sixty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE IV

DWELLING SIZE AND DRIVEWAYS. Except with prior written approval of the Architectural Committee, no single-story residential structure which has a heated area of less than 1200 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot; no story and one-half residential structure which has a heated area of less than 1200 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot; no two-story residence exclusive of porches, breezeways, steps and garages which has a heated area of less than 1400 square feet and no split-level residential structure which has a living area of less than 1000 square feet, exclusive

of basement or unfinished area. All driveways shall be paved (concrete or asphalt) from street to each house including parking areas. An exception for gravel driveways shall be allowed, at the sole discretion of the Architectural Committee, provided the apron from the street to the property line is paved with asphalt or concrete and is the same width as the driveway. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 20 feet or nearer to the rear line than 10 feet, or nearer to the side street than 10 feet, in the case of a corner lot. The Architectural Committee may for good cause waive a violation of the set back requirement provided for herein. This waiver shall be in writing and recorded in the Wake County Registry. A document executed by the Architectural Committee shall be, when recorded, conclusive evidence that the requirements of this paragraph have been complied with. There is no limitation on the distance a building is required to be from an interior lot line; however, each building constructed on a lot shall be at least 20 feet from the building on the adjoining lot. Those structures are considered part of the building for zoning setbacks. A minor violation is fine so long as it does not violate local government zoning regulations. All parts of all structures must be 20 feet apart. Declarant reserves the right to waive in writing any minor violation of this Article and for purpose hereof, any violation which does not exceed 20% shall be considered a minor violation.

ARTICLE VI

LOT, AREA AND WIDTH. No dwelling shall be placed on any lot having an area of less than 8,000 square feet. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side unless shown in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage

facilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible. With the further exception that no easement shall exist along an interior lot line on any lot on which a house is constructed within an area which would otherwise be an easement, if the placement of the house is permitted in Article V of these covenants. Declarant reserves the right to waive in writing this rear and side line easement requirement.

ARTICLE VIII

NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE IX

TEMPORARY STRUCTURES. Except with the prior written consent of the Architectural Committee, no trailer, tent, shack, barn, or other outbuildings, except a private garage for not more than three cars, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall be used for human habitation temporarily or permanently.

ARTICLE X

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set back line except upon approval by the Architectural Committee. No chain link fence shall be used without the prior written approval of the Architectural Committee.

ARTICLE XI

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever (including but not limited to detached garage, storage buildings, dog houses, greenhouses) shall be placed on any lot without prior written approval of the Architectural Committee, with said Committee to have the sole discretion relating to the

location and type of accessory building which shall be permitted on any lot.

ARTICLE XII

APPEARANCE. Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and property maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, the Declarant may have the required work done and the costs thus incurred shall be paid by the owner.

ARTICLE XIII

ANIMALS. No animals (including horses) or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XIV

PARKING. Adequate off-street parking in compliance with county regulations shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner, and owners of lots shall not be permitted to park their cars on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or screened area.

ARTICLE XV

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power & Light Company for the installation of underground electric cables and the installation of street lighting, either of which or both of which may require a continuous monthly charge to the owner of each building lot. Upon acceptance of a deed to a Lot, each owner agrees to pay Carolina Power & Light Company the continuing monthly payment therefore as approved by the North Carolina Utilities Commission, or other appropriate government authorities. Declarant reserves the right to contract on behalf of each Lot with Carolina Power & Light Company, or its successors and assigns, for street lighting service.

ARTICLE XVI

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and shall remain in effect until September 1, 2026, at which time they shall automatically expire.

ARTICLE XVII

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XVIII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order in no ways affects any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants or restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed as by law provided as of the day and year first above written.

Lovick Builders, Inc.

By: Frank P. Lovick
President

ATTEST:

Jaye D. Lovick
Secretary

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Jaye G. Lovick personally came before me this day and acknowledged that she is Secretary of Lovick Builders, a North Carolina corporation, and 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 its corporate seal and attested by Jaye G. Lovick as its Secretary. Witness my hand and official seal, this 31st day of December, 1986.

My Commission Expires 5/8/91

Carole Anne Tant
Notary Public

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NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Carole Anne Tant

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 last page hereof.

KENNETH E. WILKINS, Register of Deeds

By: Regina R. Cooke
Deputy Register of Deeds

EXHIBIT "A"

BEGINNING at a R.R. rail in the eastern right-of-way line of Bethlehem Road (S.R. 2049), said rail marking the southwest corner of the R.T. Horton (now or formerly) land according to plat in Book of Maps 1982, Page 176, Wake County Registry; runs thence North $84^{\circ} 38' 55''$ East 231.57 feet along the south line of R.T. Horton to another R.R. rail, the same marking the common corner of the R.T. Horton land and the G.T. Hortin land (Wake County Tax map 585, Parcel 9); runs thence North $84^{\circ} 38' 55''$ East 397.68 feet along the south line of the G.T. Hortin land to another R.R. rail; runs thence North $47^{\circ} 55' 10''$ East with the G.T. Hortin line 1100.85 feet to an existing iron pipe, a corner of G.T. Hortin land in the J.R. House line; runs thence South $06^{\circ} 51' 18''$ East 811.52 feet with the west line of J.R. House to an existing iron stake, the southwest corner of the J.R. House tract; runs thence South $85^{\circ} 49' 38''$ East 2344.27 feet with the south line of J.R. House to an existing iron pipe near the west bank of Poplar Creek, Reference Stake "A"; runs thence South $33^{\circ} 24' 39''$ East 734.69 feet to an iron stake in the North line of the Virginia C. Parrish land, Reference Stake "B"; runs thence North $85^{\circ} 26' 24''$ West 3571.96 feet with the north line of Virginia C. Parrish and with the north line of lots in the W.R. mobile home subdivision, Phase I, Section III (Book of Maps 1983, Page 689, Wake County Registry), to an iron stake in the east line of the W.F. mobile home subdivision, Phase I - Section I (Book of Maps 1981, Page 56, Wake County Registry); runs thence along the east line of the said subdivision North $07^{\circ} 10' 20''$ West 365.86 feet to an existing pipe; thence continuing North $07^{\circ} 10' 20''$ West 15.01 feet to an existing iron pipe, the same being in the middle of a 30-foot private road; runs thence South $84^{\circ} 39' 29''$ West 654.24 feet along the center line of said 30-foot private road to an existing iron pipe in the eastern right-of-way line of Bethlehem Road; runs thence North $06^{\circ} 57' 56''$ West 208.60 feet along the eastern line of said Bethlehem Road right-of-way to an R.R. rail, the point and place of BEGINNING, containing 55.993 acres according to a plat entitled "Property of Frank P. Lovick, et al, St. Matthews Township, Wake County, NC" dated July 25, 1985 and prepared by J. Fred Davis, Jr., Inc., TOGETHER WITH all of the land bounded on the north by an extension of a line South $85^{\circ} 49' 38''$ East from Reference Stake "A" to the center line of Poplar Creek and on the South by an extension of a line South $85^{\circ} 26' 24''$ East from Reference Stake "B" to the center line of Poplar Creek and on the East by the meanders of Poplar Creek and on the West by the reference line of South $33^{\circ} 24' 39''$ East referred to above, connecting Reference Points A & B.