

NORTH CAROLINA

WAKE COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION, made this the 1st day of September, 1975, by STELLA C. GREEN, acting by and through her attorney-in-fact, Elizabeth G. McGee, pursuant to powers granted in a Power of Attorney from Stella C. Green to Elizabeth G. McGee, recorded in Book 2113, Page 279, Wake County Registry, hereinafter called the Declarant;

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said 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 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 Lots 2 through 28, inclusive, Lots 33 through 40, inclusive, Green Woods Subdivision, as shown on map recorded in Book of Maps 1975, Page 234, Wake County Registry.

ARTICLE II

No lot shall be used except for residential purposes. Not more than one mobile home or residence shall be erected, altered, placed, or permitted to remain on any one lot and private garages for not more than two cars shall be allowed on any one lot. Lots as shown on the aforesaid recorded map may be subdivided, provided no building lot shall be less than 12,000 square feet. All mobile homes placed on said lots shall have a minimum area of 500 square feet.

ARTICLE III

All mobile home underpinnings are to be screened within ninety (90) days of the placement of a mobile home on any lot in this development.

ARTICLE IV

No mobile home or residential building shall be located on any lot nearer to the front lot line than thirty (30) feet, provided, however, that on a corner lot, a dwelling may be located not nearer than twenty (20) feet from the other street. No building shall be located nearer than fifteen (15) feet to an interior lot line except a ten-foot side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the front lot line. Declarant reserves the right to waive minor violations of the set-back and side line requirements set forth in this paragraph, and violations not in excess of ten (10) percent of the minimum requirements shall be deemed minor.

ARTICLE V

Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot and ten (10) feet on each side line. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility, or which may change direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easement. 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 for which a public authority or utility company is reasonable.

ARTICLE VI

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 or nuisance to the neighborhood. No signs, billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored upon the premises and no trucks (larger than two-ton) or tractors (larger than farm tractors) may be stored or regularly parked on the premises. No business activity or trade of any kind shall be carried on upon any lot.

ARTICLE VII

No tent, shack, barn or temporary structure shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE VIII

No animals or poultry of any kind, other than pets, shall be kept or maintained on any part of said property.

ARTICLE IX

BOOK 2342 PAGE 377

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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE X

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 XI

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect 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 and 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, Stella C. Green, acting by and through her attorney-in-fact, Elizabeth G. McGee, has hereunto set her hand and seal the day and year first above written.

Stella C. Green (SEAL)
Stella C. Green

By: Elizabeth G. McGee (SEAL)
Elizabeth G. McGee, Attorney-in-Fact

NORTH CAROLINA
WAKE COUNTY

Jean R. Zeur, a Notary Public, do hereby certify that Elizabeth G. McGee, Attorney-in-Fact for Stella C. Green, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of Stella C. Green, that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in Book 2113, Page 279, Wake County Registry, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney; that the said Elizabeth G. McGee acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed and for and in behalf of Stella C. Green.

WITNESS my hand and official seal, this 5 day of September, 1975

My commission expires:

3-15-80

Jean R. Zeur
Notary Public

NORTH CAROLINA--WAKE COUNTY

The foregoing certificate

Jean R. Zeur

Notary Public is
(are) certified to be correct. This instrument was presented for registration and recorded in this
office in Book 2342 Page 375
This 8 day of Sept, 1975, at 12:30 o'clock P. M.

R. B. LICKENZIE, JR., Register of Deeds.
By Mary J. Lickenzie
Deputy Register of Deeds