PREPARED BY AND MAIL TO:
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STATE OF NORTH CAROLINA

COUNTY OF WAKE

RESTRICTIVE COVENANTS
OF
POOLE RUN SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 28th day of January, 1998, by EDWARD V. CURRIN, as owner, hereinafter referred to as "Declarant"

PRESENTED FOR REGISTRATION
98 FEB -3 AM 10:53
REGISTER OF DEEDS
WAKE COUNTY

W I T N E S S E T H:

WHEREAS, Declarant is the owner of POOLE RUN SUBDIVISION, which is more particularly described as follows:

BEING all of Lots 1 through 4 of Poole Run Subdivision, Phase I according to survey and map by Stancil & Associates, RLS, recorded in Map Book 1997, Page 1483 of the Wake County Registry, reference to which is hereby made for greater certainty of description.

1. **PREAMBLE:** WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the said POOLE RUN SUBDIVISION, to impose certain restrictive covenants governing and regulating the use and occupancy of the same, for itself and every person who shall hereinafter purchase any lot in the property described above, together with such additions as may hereafter be made, to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereafter set forth, each and all of which is hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Declarant declares that the real property described above is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants,

restrictions, conditions, easements, charges, assessments, affirmative obligations, liens(sometimes referred to as "the covenants") hereinafter set forth, and said covenants shall run with the land and be binding on all persons claiming under and through the Declarant.

2. **USE OF PROPERTY:** All lots shall be used for residential purposes exclusively. No structures, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height, which may be used and occupied as a residence for a single family. A private garage may be located on the same property. No part of said property shall be used for business, manufacturing or commercial purposes. No structure may be constructed prior to the construction of the main building.

3. **CONSTRUCTION OF STRUCTURES:** Any one (1) story structure must have a minimum of 1200 square feet of heated floor space. Any one and one-half (1 ½) or two (2) story structure must have a minimum of 800 square feet of heated floor space on the ground floor of the said structure.

4. **SETBACK REQUIREMENTS:** No dwelling of any kind, other than a well house, shall be located on any lot nearer than those regulations as set forth by the Wake County Code.

5. **LOTS FREE OF GARBAGE AND DEBRIS:** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the

specific area. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. Each purchase of a respective lot shall cause each lawn to be mowed as needed, cause the maintenance and protection of landscaping insuring proper drainage of the lot so as to prevent soil erosion, and cause the maintenance of the home and any other structure and improvements located on said lot insuring its good condition and appearance.

6. **NUISANCE OR NOXIOUS ACTIVITY:** No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, or animals, or device or thing of any sort whose normal activity or existance is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. Riding of motorcycles, go-carts, or any other high-powered vehicles shall not be permitted across the property.

7. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, van, lean-tos, basements, tents, shacks, garages, barns or other out-building shall be used on any lot. No mobile or modular homes are to be placed on the property.

8. **PARKING OF VEHICLES:** No truck-cargo trailer, or other vehicle shall be allowed to be placed or parked on any lot or shoulders of road, except that campers, vans, boats, and other recreational vehicles may be placed or parked on any lot as long as the same are not placed on the front portion of the lots.

9. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than eighteen (18) inches square and one sign of not more than six square feet advertising the property during the construction and sales period.

10. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other house pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

11. **GARBAGE RECEPTACLES:** Each lot owner shall provide receptacles for garbage in an area not generally visible from public street view, or provide underground garbage receptacles or similar facility in accordance with reasonable standards.

12. **STORAGE RECEPTACLES:** No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any other structure, or buried underground.

13. **WATER AND SEWAGE SYSTEMS:** All water and sewage systems shall be in conformity with the requirements of the Harnett County Health Department and shall be inspected and approved by the same.

14. **EASEMENTS:** Declarant reserves unto himself, his successors and assigns, in addition to any easements of record, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewars, water mains, water drainage provisions and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, sewar, water drainage and other public conveniences or utilities on, in or over ten (10) feet around the perimeter of each lot. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, and to bury lot debris, make any grading of the soil, or to take any other similar action reasonable to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

15. **SUBDIVISION OF LOTS:** No single lot may be subdivided by purchaser so as to create two or more building lots from the original lots; purchaser may erect a structure on two or more lots with the provision that multiple lots are to be considered as one lot for purposes of set back lines.

16. **TERM OF COVENANTS AND RESTRICTIONS:** The covenants and restrictions of these Declarations shall run with and bind the land, and shall insure to the benefit of and be enforceable by all parties to these Declarations, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of this Declaration is recorded after which time said covenants shall automatically be extended for

successive periods of ten (10) years except they may be altered, amended or revoked in whole or in part by written agreement of the record owner(s) of at least two-thirds (2/3) of the platted lots.

17. **NOTICE:** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as Owner. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners.

18. **ENFORCEMENT:** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; and failure by any party hereto to enforce any covenants or restrictions herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter.

19. **INVALIDATION:** Should any covenants or restrictions herein contained, or any sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal or enforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction

between these restrictions and any governmental ordinances, laws or regulations of a federal, state, or local agency, the latter shall prevail.

20. **DEVELOPER:** The Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electrical cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each lot.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

Edward V. Currin (SEAL)
Edward V. Currin

STATE OF NORTH CAROLINA

COUNTY OF HARNETT

I, a Notary Public of the County and State aforesaid, do hereby certify that EDWARD V. CURRIN, Declarant, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 28th day of January, 1998.

Sonja G. Craddock
Notary Public

My Commission Expires: 9-1-2002

SONJA G. CRADDOCK NOTARY PUBLIC HARNETT COUNTY N.C.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate___of _____

Sonja G. Craddock
_____ 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 Robert A. Schafer
~~Asst./~~Deputy Register of Deeds