

NORTH CAROLINA

BOOK 2371 PAGE 417

WAKE COUNTY

PROTECTIVE COVENANTS
SUMMIT RIDGE SUBDIVISION

THIS DECLARATION, made this 13th day of January, 1976, by SUMMIT RIDGE, INC., a North Carolina corporation with its principal office in the City of Raleigh, North Carolina (hereinafter called "Summit Ridge");

W I T N E S S E T H:

WHEREAS, Summit Ridge hereby declares that the following described real property located in Wake County, State of North Carolina, is and shall be held, transferred, sold and conveyed, subject to the protective covenants herein-after set forth:

BEING all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 85, 86, and 111, Summit Ridge Subdivision as shown on map prepared by Lovett & Bunn, Inc., Engineers, and recorded in Book of Maps 1976, Page 12, Wake County Registry, North Carolina.

No additional land shall be deemed to be subjected to these protective covenants except by express written declaration to that effect.

ARTICLE I.

PURPOSE: The real property described above is subjected to the protective covenants and restrictions hereby declared, to insure the best use and the most appropriate development and improvement 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 prevent haphazard and inharmonious improvement of lots; to secure and maintain proper set-backs from streets, 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 to 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. 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 two cars.

ARTICLE III.

DWELLING AREA: No dwelling shall be permitted on any building site (each lot above described shall constitute a residential "building site"), which has a minimum area of 950 square feet of heated area for a one-story structure, exclusive of porches, basements and garage, and 950 square feet of heated area on the ground floor of a one and one-half story dwelling, exclusive of porches, basements and garage; provided, however, that dwellings of one and one-half stories shall have at least 250 square feet of potentially finishable living area on the second floor, which shall be of materials and workmanship equal to those on the ground floor. Two-story structures which have a minimum area of less than 750 square feet of heated area on the first floor and 750 square feet of heated finished area on the second floor, exclusive of porches, basements and garage, shall not be erected

or placed on any building site. No residential structure which has a minimum area of less than 950 square feet of heated area for split-level structures, exclusive of porches, basements and garage, or unfinished area, or which has less than 750 square feet of heated area, exclusive of porches, basements and garage or unfinished area, if the basement level contains additional floor area of at least 250 square feet of heated area finished as to workmanship and materials comparable to the remaining level or levels, shall be erected or placed on any building site.

ARTICLE IV.

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 2 x 3 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale periods.

ARTICLE V.

BUILDING LOCATION: No building shall be located on any lot nearer to the front line than 30 feet; provided, however, that on a corner lot, a dwelling may be located not nearer than 20 feet to one street if same is at least 30 feet from the other street. No building shall be located nearer than 10 feet to an interior lot line except that a 5 foot side yard shall be permitted for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. For the purpose of these covenants, eaves and steps shall not be considered a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the setback and side line requirements set forth in this paragraph. (Violations not in excess of 10% of the minimum requirements shall be deemed minor).

ARTICLE VI.

LOT, AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

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 15 feet of each building site. 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 utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible. Drainage easements may be relocated from time to time by the owners of the respective building sites to accommodate improvements on such building sites or the addition of adjacent area to such building site, provided that the relocation of any drainage easement does not thereby adversely affect the drainage of any other building site, or affect the location of a drainage easement on any other building site. Such relocated easements shall be the same width as the original easements.

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 or nuisance to the neighborhood. No trade materials or inventories may be stored upon the premises and no trucks, tractors or inoperable automobiles may be stored or regularly parked on the premises

after 90% of all construction is completed. 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 building site.

ARTICLE IX.

TEMPORARY STRUCTURES: No trailer, tent, shack, barn or other out-building except a garage for not more than two automobiles shall be erected or placed on any building site covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE X.

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

ARTICLE XI.

TERM: 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 a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XII.

ENFORCEMENT: If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property which is subject to these or substantially similar covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or recover damages or other dues for such violation.

ARTICLE XIII.

SEVERABILITY: Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way 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 WITNESS WHEREOF, Summit Ridge, Inc., has caused this instrument to be executed in its corporate name by its proper officers thereunto duly authorized, all as of the day and year first above written.

SUMMIT RIDGE, INC.

By:

Donald E. Hunter
Vice President

ATTEST:

[Signature]
Secretary

NORTH CAROLINA

WAKE COUNTY

I, Jill A. Giles, a Notary Public, do hereby certify that John W. Thedieck personally appeared before me this day and acknowledged that he is the Secretary of SUMMIT RIDGE, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by its Secretary.

WITNESS my hand and notarial seal, this 13th day of January, 1976.

[Signature]
Notary Public



NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Jill A. Giles

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2371 Page 417

This 14 day of Jan

1976 at 3:15 o'clock PM.

R. B. MCKENZIE, JR., Register of Deeds

By *[Signature]*
Register of Deeds

NORTH CAROLINA
WAKE COUNTY

BOOK 2491 PAGE 545

THIS DECLARATION, made this 7th day of April, 1977, by SUMMIT RIDGE, INC., a North Carolina corporation, with its principal office in the City of Raleigh, North Carolina (hereinafter called "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant by instrument dated January 13, 1976, recorded in Book 2371, Page 417, of the Wake County Registry, subjected certain lots in Summit Ridge Subdivision to the protective covenants, therein set forth; and

WHEREAS, Declarant desires to amend the protective covenants recorded in Book 2371, Page 417, Wake County Registry to affect the lots as described hereinbelow, as shown on map recorded in Book of Maps 1977, Page 183, Wake County Registry; and

WHEREAS, Declarant is the owner of the hereinafter described lots in Summit Ridge Subdivision and desires to subject the same to said protective covenants recorded in Book 2371, Page 417 of the Wake County Registry, as amended hereinbelow, each and all of which shall be for the benefit of such property and for each and every 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, Declarant hereby amends the protective covenants recorded in Book 2371, Page 417, Wake County Registry, as follows:

1. Article III entitled "Dwelling Area" shall be amended to read as follows:

"No dwelling shall be permitted on any building site (each lot above described shall constitute a residential "building site"), which has a minimum area of 950 square feet of heated area for a one-story

structure, exclusive of porches, basements and garage, and 800 square feet of heated area on the ground floor of a one and one-half story dwelling, exclusive of porches, basements and garage; provided, however, that dwellings of one and one-half stories shall have at least 250 square feet of potentially finishable living area on the second floor, which shall be of materials and workmanship equal to those on the ground floor....

2. Declarant hereby declares that the real property described below is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in said Declaration recorded in Book 2371, Page 417, Wake County Registry, including the amendment thereto as hereinabove set forth, said protective covenants being incorporated herein by reference:

BEING all of Lots 17 through 36, 73 through 84, and 87 through 110, Section II, Summit Ridge Subdivision, as shown on map prepared by Lovett & Bunn, Engineers, and recorded in Book of Maps 1977, Page 183, Wake County Registry, North Carolina.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed by their duly authorized officers and their corporate seal to be hereto affixed as of the day and year first above written.

SUMMIT RIDGE, INC.

By: Gwendolyn E. Gunter
Vice-President



John W. Thedieck
Secretary

NORTH CAROLINA
WAKE COUNTY

before me this 24th day of April, 1977, personally came Gwendolyn E. Gunter, a Notary Public in and for the County and State aforesaid, who being by me duly sworn says that she is the Vice-President of Summit Ridge, Inc., that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by her in behalf of said corporation, by its authority duly given and the said John W. Thedieck acknowledged the said writing to be the act and deed of said corporation.



WITNESS my hand and notarial seal this 24th day of April, 1977.

Jill A. Giles
Notary Public

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Jill A. Giles

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2491, Page 545, This 2 day of April, 1977, at 4:40 o'clock P.M.
R. B. MCKENZIE, JR., Register of Deeds

By James E. Johnson
DEPUTY REGISTER OF DEEDS