

Prepared by
Return to:
MERRIMAN, H'CHOLLS & DDMBALIS, P. A.
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Raleigh, N. C. 27619.

NORTH CAROLINA
WAKE COUNTY

PRESENTED
FOR
REGISTRATION

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JUN 20 2 04 PM '80

R.B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

THIS DECLARATION, made this 18th day of June, 1980 by SPENCE & LESTER, INC., a North Carolina Corporation, hereinafter called Declarant;

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 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 insure 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 Lots 1 through 5 inclusive, and Lots 88 through 104 inclusive, according to a plat entitled "Muirfield, Neuse Township, Wake County, North Carolina", dated October 17, 1979, prepared by Castleberry-Edgerton Company, recorded in Book of Maps 1979, page 886 of the Wake County Registry.

Being all of Lots 6 through 8 inclusive, and Lots 16 through 33 inclusive, according to a plat entitled "Muirfield, Neuse Township, Wake County, North Carolina", dated October 17, 1979, prepared by Castleberry-Edgerton Company, recorded in Book of Maps 1979, page 887 of the Wake County Registry.

No property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

The lots described in Article I hereof shall be known and described as residential lots. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed three stories in height and a private garage for not more than three cars. However, the Declarant reserves the right to erect and place a temporary sales office on any lot still owned by it and to be used only as a sales office for a period not to exceed four years.

ARTICLE III

All dwellings constructed on lots in this subdivision shall have an enclosed area of the main structure, exclusive of one-story open porches and garages, of at least 1600 square feet for a one-story dwelling, at least 1800 square feet for a one and one-half story dwelling, at least 2,000 square feet for a two-story dwelling, and at least 1300 square feet of finished floor area on the top two levels for a split-level dwelling.

ARTICLE IV

No dwelling shall be erected on any lot nearer to the front lot line than 50 feet, nor nearer to the side line than 10 feet; provided, however, that on corner lots the dwelling may face either street and may be located not nearer than 30 feet to one street if the same is at least 50 feet from the other street. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot. Declarant desires the right to waive violations not in excess of ten (10%) per cent of the setback requirements.

ARTICLE V

No building, mail box, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any building site unless approved by the architectural committee. Building plans, specifications and plot plans showing the location of improvements on the building site must be approved in writing as to conformity and harmony of external design, external materials with existing structures in the area as to location with respect to topograph, lakes, finished ground elevation and neighboring structures by Declarant or the architectural committee appointed by Declarant. In the event Declarant or the appointed architectural committee fails to approve or disapprove such design or location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of any building authorized in these Articles has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with.

ARTICLE VI

No lot described in Article I of these Restrictive Covenants may be re-subdivided. A dwelling may be placed on more than one lot providing that plans and specifications for the same have been approved by Declarant or the appointed architectural committee.

ARTICLE VII

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. 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 VIII

No trailer (except recreational vehicles and boats which are parked behind the dwelling) tent, shack, or barn shall be erected or placed on any lot covered by these covenants. No storage shed shall be permitted on any lot covered by these covenants unless approved by the Declarant or the appointed architectural committee.

ARTICLE IX

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose.

ARTICLE X

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors or assigns.

ARTICLE XI

No fence, wall, hedge, or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot.

ARTICLE XII

Enforcement of these covenants 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 XIII

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE XIV

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 ten owners of the lots has been recorded agreeing to change said covenants in full or in part.

ARTICLE XV

The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building.

ARTICLE XVI

These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or its successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Wake County, North Carolina. If the Declarant owns sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

IN TESTIMONY WHEREOF, Spence & Lester, Inc. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereto affixed, by order of its Board of Directors duly given, as of the day and year first above written.

SPENCE & LESTER, INC.

By: James W. Lester
President



James L. Bennett
Assistant Secretary

STATE OF NORTH CAROLINA

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COUNTY OF Wake

I, a Notary Public of the County and State aforesaid,
certify that Doris S. Bennett personally came before me
this day and acknowledged that she is ^{Assistant} Secretary of Spence & Lester,
Inc., 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 Penly as its ^{Assistant} Secretary.

Witness my hand and official seal, this 18 day of

June, 1980.

Alma M. Davis
Notary Public

My Commission Expires:

10-2-84

NORTH CAROLINA -- WAKE COUNTY

The foregoing certificate _____ of

Alma M. Davis

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 first page hereof.

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

By Gladys C. Smith
Deputy Register of Deeds