Hold for Richard Gamble

BOOK 3953 PAGE 170

PRESENTED FOR REGISTRATION
MAR 0 11 PM '87
WILKES
REGISTER OF DEEDS
COUNTY, N.C.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

PROTECTIVE COVENANTS OF
LOTS 26-41, COUNTRY VILLAGE, PHASE II
BOOK OF MAPS 1987, PAGE 116

KNOW ALL MEN BY THESE PRESENTS: That South Fork, Inc., hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any property in the area hereinafter described, that lots 26 through 41 of Country Village, Phase II, according to map recorded in Book 1987, Page 116, Wake County Registry, are hereby subjected to the following restrictions as to the use thereof, which shall run with said property by whomsoever owned, to wit.

1. BUILDING UNIT. A building unit shall consist of each lot shown as lots 26 through 41 on a map of Country Village, Phase II, as recorded in Book of Maps 1987, Page 116, Wake County Registry. The owners of said lots or building units may vary the line of said lots, but except as might be otherwise provided herein, shall not resubdivide the lots in such manner that the number of lots within the subdivision will be increased.

2. LAND USE AND BUILDING TYPE. No building unit shall be used except for residential purposes and no part of said property shall be used for business, manufacturing or commercial purposes. No part of any lot or building unit shall be used for street purposes except with the prior written approval of Lacy W. Buffaloe, his heirs or assigns, or by such person or persons as he shall in writing designate. No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached single-family dwelling not to exceed 2-1/2 stories in height, a private garage for not more than three cars and out-buildings incidental to residential use provided, however, that no buildings other than the dwelling shall be allowed except with the prior approval of Lacy W. Buffaloe, or by such person or persons as he shall designate in writing, and if it shall comply with Paragraph 5 of these protective covenants.

3. DWELLING SIZE. No dwelling shall be permitted on any building unit which dwelling has a total finished heated living area of less than 2000 square feet. For purposes of these covenants, basements, porches, garages and storage areas shall not be considered as a part of the finished heated living area.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 60 feet nor nearer to any side street line than 30 feet. No building or structure shall be located nearer than 15 feet to an interior lot line, provided that a 5-foot side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the

front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of any building, but this may not be construed to permit any portion of a building or building unit to encroach on another building unit.

5. ARCHITECTURAL APPROVAL. In order to maintain architectural beauty in this subdivision, and to guard against the erection therein of poorly placed, designed or proportioned structures, no building shall be erected, altered, or permitted to remain on any building unit until a plot plan showing the location of said building on the lot and the plans and specifications showing the type and exterior lines thereof have been submitted to and approved in writing by Lacy W. Buffaloe or by such person or persons as he shall in writing designate. In the event Lacy W. Buffaloe or the person or persons designated by him fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted as herein required, such approval will not be required and this covenant shall be deemed to have been fully complied with. All dwellings shall be constructed with brick or approved siding.

6. PROHIBITED STRUCTURES. Mobile homes, shell homes, modular homes, precut, pre-assembled and package homes and all other similar type buildings are expressly prohibited on any lot in the subdivision, except that Lacy W. Buffaloe or such person as he shall in writing designate, may, without being required to do so, approve a home or other out-building on any lot with some of its components being precut.

7. WAIVER OF VIOLATIONS. Lacy W. Buffaloe or someone designated by him in writing shall have absolute authority to waive minor violations of Paragraphs 3 and 4 of these restrictions. A minor violation of these restrictions shall be construed to mean not more than the (10%) per cent.

8. EASEMENTS. Easements for installation and maintenance of utility and drainage facilities and infiltration areas are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, fence, planting or other materials 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 of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 for which a public authority or utility company is responsible.

9. NUISANCES. Non noxious or offensive 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 boats, campers, trucks, abandoned cars, mobile homes or trailers shall be placed or permitted to remain on a street or in front of any dwelling constructed on the property.

10. TEMPORARY STRUCTURES. No structure of a temporary kind, trailer, mobile home, basement, tent, shack, garage, barn of other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. A boat or recreational vehicle, or one of each, may be placed on the lot, provided that any and all of such vehicles shall be screened from view of the streets and from adjoining properties, and provided that no such vehicle shall be occupied by any person, either temporarily or permanently.

11. PETS. No animals, livestock or poultry shall be raised, bred, kept or allowed to remian on any lot other than household pets, and household pets shall not be bred or maintained for commercial purposes, and no household pet shall be kept or allowed to remain on any lot if they become an annoyance or a nuisance to the neighborhood.

12. TERM. These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded. After which time, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change or terminate said covenants in whole or in part.

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

14. SEVERABILITY. 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 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.

15. ELECTRICITY. 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 electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building unit.

16. UNLICENSED MOTOR VEHICLES. Motorized vehicles shall be operated only upon the paved portion of streets within the subdivision or driveways of individual lots. No unlicensed motor vehicle shall be operated at any time upon the streets, shoulders, or at any other place within the subdivision.

17. SATELLITE DISHES. No satellite dishes, amateur radio antennas or towers or any other electronic receiving device shall be placed or permitted to remain on any lot in the subdivision.

SOUTH FORK, INC.

By: Lacy W. Buffaloe, President

ATTEST:

Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the county and state aforesaid, certify that Carolyn P. Buffaloe personally came before me this day and acknowledged that she is ____ Secretary of South Fork, 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 her as its ____ Secretary.

WITNESS my hand and official stamp or seal this 5th day of March, 1987.

Notary Public

My Commission Expires: 10-13-91

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of Bonnie B. Tilley

(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.

KENNETH C. WILKINS, Register of Deeds

By Alice B. Johnson
Asst./Deputy Register of Deeds