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REGISTER OF DEEDS
WAKE COUNTY

PREPARED BY & MAIL TO: 000093
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NORTH CAROLINA

WAKE COUNTY

PROTECTIVE COVENANTS FOR
WILEY OAKS SUBDIVISION

THIS DECLARATION, made this 11th day of November, 1987, by John T. Freeman and wife, Teresa B. Freeman, hereinafter called "Declarant" and/or "Developer";

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 inure to the benefit of and pass and run with the 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 26 of Sections I and II of Wiley Oaks Subdivision, as the same is shown by maps recorded in Book of Maps 1987, Page 1511, and Book of Maps 1987, Page 1512, Wake County Registry.

The real property described in Article I hereof 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 setbacks 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 for commercial purposes. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be contructed on any building site provided it is accompanied by the main dwelling referred to in the preceeding sentence, which apartment may be occupied by domestic servants employed at said main dwelling on the same building site or may be used as a guest house. Such apartment shall not be used otherwise, and in no event shall such apartment be rented. Such efficiency apartment may not be constructed unless such main dwelling

has first been constructed or unless they are constructed at the same time.

ARTICLE III

SITE AND PLAN APPROVAL. No building, fence, swimming pool, or any other structure shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plat showing the location of such improvements, have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by Developer, or disapproval of such design or location within 30 days after said plans and specifications have been submitted to them or, in any event, if no suit to enjoin the erection of such improvements or the making of such alterations 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. Developer shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE IV

DWELLING SIZE. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a survey showing location of the structure, have been submitted to and approved as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade and size by the Developer.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 40 feet nor nearer to the rear line of 30 feet. No building shall be located on any lot nearer to any side lot line than 10 feet.

ARTICLE VI

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet of each side line unless shown in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material 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 or flow of drainage channels of the easements, or which may obstruct or retard the flow of water through drainage channels of 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.

ARTICLE VII

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 signs or billboards shall be erected or maintained on the premises.

ARTICLE VIII

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than 3 cars, shall be erected or placed on any lot covered by these covenants, except with the prior consent of the Developer.

ARTICLE IX

FENCES. No fence, wall, hedge, or mass planting shall be

permitted to extend beyond the minimum building setback line established herein except upon approval by the Developer.

ARTICLE X

APPEARANCE. Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Developer, then Declarant may have the required work done and the costs thus incurred shall be paid by the owner.

ARTICLE XI

SATELLITE DISC. TV satellite discs are not permitted.

ARTICLE XII

ANIMALS. Subject to the exceptions hreinafter set out, no animals, livestock or poultry of any kind shall be raised or kept on any lot except that dogs, cats or other household pets may be kept on lots provided said animals are not kept or maintained for any commercial purpose, and provided further, that there shall be a limit of 2 dogs or 2 cats per household. This restriction is subject to the following exception that if any one owner shall acquire title to 2 or more adjoining lots so that the total acreage owned by said owner shall exceed 2 acres, or if any one owner shall purchase a lot that is in excess of 2 acres in size, said owner shall be permitted to keep horses on his property, in accordance with the formula set out below, provided that the horses be kept in a fenced-in area, so that the horses are not a nuisance or hazard to the other property owners. For the purpose of determining how many horses may be kept on any one tract of land, the following formula shall be applicable:

Total Acreage Owned	Number of Horses
2 or more, but less than 3	2
3 or more, but less than 4	3
4 or more, but less than 5	4

ARTICLE XIII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and other similar property on the streets in the development, and such property shall be parked in the rear of the residence on each lot.

ARTICLE XIV

UTILITIES. The installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each building lot. Upon acceptance of a deed to a lot, each owner agrees to pay to Carolina Power & Light Company the continuing monthly payment therefor as approved by the North Carolina Utilities Commission, or other appropriate government authorities. Declarant reserves the right to contract on behalf of each lot with Carolina Power & Light Company, or its successors and assigns, for street lighting service. Upon acceptance of a deed to a lot, each owner agrees to pay to Carolina Power & Light Company the continuing monthly payment therefor as approved by the North Carolina Utilities Commission, or its successors or other appropriate government authority.

ARTICLE XV

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 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 XVI

ENFORCEMENT. 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 XVII

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 TESTIMONY WHEREOF, the Declarant has hereunto set their hands and seals the day and year first above written.

John T. Freeman (SEAL)
JOHN T. FREEMAN

Teresa B. Freeman (SEAL)
TERESA B. FREEMAN

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public in and for the aforesaid County and State, certify that John T. Freeman and Teresa B. Freeman personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS, my hand and official seal, this 13 day of November, 1987.

Mary Ruth Weidner
Notary Public

My commission expires: 2-5-91

MARY RUTH WEIDNER NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of Mary Ruth Weidner

_____ 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.

KENNETH C. WILKINS, Register of Deeds

By Gladys C. Smith
Asst./Deputy Register of Deeds