

300-3335-15

Drawn By: W. Thurston Debnam, Jr.

NORTH CAROLINA
WAKE COUNTY

MAIL TO:
SMITH, DEBNAM, HIBBERT & PAHL
STATESBORO OFFICE CENTER
P. O. BOX 515
ZEBULON, N. C. 27597

PROTECTIVE COVENANTS
WEDGWOOD SUBDIVISION
SECTION SEVEN

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of that certain parcel of land located in Little River Township, Wake County, North Carolina designated as Wedgwood Subdivision, Section Seven, as shown by map and survey recorded in Book of Maps 1984, Page 1092, Wake County Registry, does hereby agree and covenant with all persons, firms, or corporations now owning or hereafter acquiring any of the area included within the said parcel, that all lots shown on the aforesaid map except Lots 92, 93, 94 and 95 are hereby subjected to the following restriction as to the use thereof, running with said property by whomsoever owned, to wit:

1. These covenants shall not apply as to Lots 92, 93, 94 and 95.
2. A building unit shall consist of a tract of land containing not less than 13,000 square feet, except where variance has been granted by the Town of Zebulon.
3. No building unit shall be used except for residential purposes, but nothing herein shall be construed to mean that a unit may not be converted into a street. Except as hereinafter provided, no dwelling shall be erected, altered, placed or permitted to remain on any building unit other than one detached single family dwelling, not to exceed three stories in height, and a private garage for not more than three cars.
4. WILLIAM E. PARRISH, 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 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 and Light Company by owner of each building.
5. Except as otherwise provided hereafter, no building shall be located on any building unit nearer than 30 feet from the front line nor nearer than 20 feet to any side street line. No building unit shall be located nearer the unit line of an adjacent unit than 12 feet, except that no side yard shall be required for a garage or other permitted accessory building located 80 feet from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building unit to encroach upon another unit.

PRESENTED
FOR
REGISTRATION
AUG 16 2 43 PM '84
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. 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, or which may change the direction or 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. In the event that the owner of any lot shall acquire land adjacent to and in the rear of such lot, such lot owner may relocate the easement herein established over the rear line to conform to the increase in size of his lot; provided, the alteration in drainage does not thereby adversely affect the drainage of any other lot or interfere with the rights of the owners of other property within the subdivision in services rendered by the easement herein created. Such relocated easement shall be the same width as the original easement.

7. No noxious or offensive activity shall be carried on upon any of the foresaid designated property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of the aforesaid designated property at any time as a residence, either temporarily or permanently.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the aforesaid designated property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

10. None of the aforesaid designated property shall be used or maintained as dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. These covenants may be enforced by WILLIAM E. PARRISH, or the owner or owners of any of the aforesaid property 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.

12. These covenants shall be binding on all parties and all persons claiming under them until January 1, 2004 on which date they shall automatically expire.

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

14. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Wake County Health Department. Approval of such system as installed shall be obtained from such authority.

15. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. No dwelling house or other house or structure shall be erected on any building until the plans and specification with the proposed site therefor have been submitted to and approved by WILLIAM E. PARRISH, as to outward appearances and design and a written permit issued therefor in such form as the said WILLIAM E. PARRISH, or his agent, shall in his discretion determine; provided however, that if WILLIAM E. PARRISH, or his agent fails to approve or disapprove such plans and specifications within sixty (60) days after same have been submitted, such approval shall not be required; provided further, that WILLIAM E. PARRISH, may in his discretion, at any time release any lot or lots from restrictions imposed by this paragraph.

17. No chain link fences may be erected on any building unit unless said fence is screened from view from the public street by means of a wooden or stockade type fence.

IN TESTIMONY WHEREOF, the undersigned have caused this instrument to be signed and sealed this the 14th day of August, 1984.

William E. Parrish (SEAL)
William E. Parrish

Magaline H. Parrish (SEAL)
Magaline H. Parrish

Kirby L. Marshburn (SEAL)
Kirby L. Marshburn

Teresa P. Marshburn (SEAL)
Teresa P. Marshburn

Regency Residential, Inc.

FORM 3335 WAKE 18

ATTEST: William E. Parrish
Secretary
By: J. Marshburn
President

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public in and of said county and state do hereby certify that WILLIAM E. PARRISH and wife, MAGALINE H. PARRISH, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 14th day of August, 1984.

My Commission Expires:
October 24, 1989

Jamie Rapen
NOTARY PUBLIC



State of North Carolina
County of Wake

I, the undersigned Notary Public, in and of said county and state do hereby certify that Kirby L. Marshburn and wife, Teresa P. Marshburn, personally appeared before me this day and acknowledged the due execution of the foregoing easement deed.

Witness my hand and notarial seal, this the 14th day of August, 1984.

My Commission Expires:
October 24, 1989

Jamie Rapen
Notary Public



State of North Carolina
County of Wake

I, a Notary Public of the County and State aforesaid, certify that William E. Parrish, personally came before me this day and acknowledged that she is the Secretary of Regency Residential, 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 him as its Secretary.

Witness my hand and notarial seal, this the 14th day of August, 1984.

My Commission Expires:
October 24, 1989

Jamie Rapen
Notary Public



NORTH CAROLINA - WAKE COUNTY
The foregoing certificate 5 of Jamie Rapen

Notary(X) 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 P. Anne Redd
Asst./Deputy Register of Deeds