

*Prepared by and return to:* George N. Hamrick, 7048 Highway 64 East, Suite 200,  
Knightdale, North Carolina 27545

*#191*

Wake County, NC 789  
George N. Hamrick, Register of Deeds  
Presented & Recorded 12/28/1999 14:10:05  
NORTH CAROLINA  
WAKE COUNTY  
Book : 008491 Page : 00674 - 00683

**RESTRICTIVE COVENANTS  
FOR  
WAKEFIELD MEADOWS  
SUBDIVISION**

**THESE RESTRICTIVE COVENANTS** are made and executed this 28th day of December, 1999, by *Olde Heritage Builders & Realty, Inc.*;

**W I T N E S S E T H:**

**THAT WHEREAS,** *Olde Heritage Builders & Realty, Inc.* (hereinafter referred to as the "Declarant"), is the owner and developer of the lands hereinafter described, and desires to declare and place the restrictions hereinafter described upon the development, improvement, and use thereof.

**NOW, THEREFORE**, the Declarant, for itself, its successors and assigns, does hereby covenant and agree with all persons, firms, and corporations who or which may acquire any interest in or title to any of the property hereinafter described, as an inducement to said property, that the property and each and every lot described below are hereby made subject to the following Restrictive Covenants as to the development, improvement, and use thereof, by whomsoever owned. The real property to which these Restrictive Covenants shall be applicable being described as follows:

BEING all of Lots 1, 2, 3, 5, 6 and 65 of Phase I of Wakefield Meadows Subdivision, as shown on map recorded in Book of Maps 1999, Page 2361, Wake County Registry.

**ARTICLE I**

**Purpose.** The real property hereinabove described is subject to the protective covenants and restrictions hereby declared to ensure 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; to ensure 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, thereby to enhance the values of investments made by purchasers of lots therein.

## ARTICLE II

**Architectural Committee.** The Architectural Committee shall be composed of two (2) persons designated and appointed by the Declarant or such person, firm, or corporation to whom the Declarant has expressly assigned this right. The initial Architectural Committee shall be comprised of Betty B. Ray and R. Chad Ray. When all lots in this Phase of Wakefield Meadows Subdivision, or any subsequent Phase to which these covenants are annexed, have been sold by the Declarant, the initial Architectural Committee shall dissolve, and the original members of said initial Committee will have no further duties or responsibilities as a member of the Architectural Committee. Once the initial Architectural Committee is dissolved, the owners of the lots in the subdivision may, by a majority vote, form a permanent Architectural Committee, to be comprised of three (3) homeowners. The permanent Architectural Committee shall be granted the rights and responsibilities given to the initial Architectural Committee. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarant or its successors and the Architectural Committee.

## ARTICLE III

**Land Use and Building Type.** Except as provided herein, no lot shall be used except for single-family residential purposes, except the Declarant or its designees may maintain a temporary business office and a model home on a lot. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two and half (2 1/2) stories in height; a private garage for not less than two (2) cars, but not more than three (3) cars; and (with the approval of the Architectural Committee and in compliance with Wake County regulations) an accessory building or structure for storage or other appropriate residential uses, not in excess of four hundred (400) square feet in area.

## ARTICLE IV

**Building Design.** No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the

building plans, specifications, and plat showing the location of every such building have been approved by the Architectural Committee, in writing, as to conformity and harmony of external design with existing structures in the subdivision, including, without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation. In the event the Committee fails to approve or disapprove the design or location within thirty (30) days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building 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. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Only brick and stone foundations shall be permitted. Vinyl windows shall be permitted and wood windows, the grids must be at least one inch in width. Fireplaces can not have a prefab exterior above the roof line. If a fireplace has gas logs, the direct vent off shed shall be on the side or the back. Brick fronts with the other 3 sides of the residence being vinyl will be approved on wooded lots.

## ARTICLE V

**Dwelling Size.** Except with the prior written approval of the architectural committee, the residential structure which has a heated area of less than 2200 square feet, exclusive of porches, breeze ways, steps and garages, shall not be erected or placed or be permitted to remain on any lot. Declarant reserves the right to waive in writing any minor violation of this Article, and for purposes of this Article, any violation which does not exceed ten (10) percent shall be considered a minor violation.

## ARTICLE VI

**Building Location.** No building shall be located on any lot nearer to the front line than fifty (50) feet, nor set back further than one hundred (100) feet (unless a greater distance is required by the Wake County Health Department). No building shall be located on any lot nearer to a side street than twenty-five (25) feet in the case of a corner lot. No building or garage shall be located nearer than twelve (12) feet to an interior lot line. The Declarant reserves the right to waive in writing any minor violation of this Article, and for the purposes hereof, any violation which does not exceed twenty (20) percent shall be considered a minor violation. Declarant reserves the right to waive these requirements if they pertain to the placement of an accessory building provided that said placement does not violate any applicable governmental zoning requirements.

## ARTICLE VII

**Lot Area and Width.** All lots as shown on the recorded map hereinabove referred

to are hereby approved. Adjustments may be made, however, in the line between any two (2) lots so long as the area of any lot is not reduced by more than ten (10%) percent and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side line clearances from old lot lines shall no longer be required. No recombination of lots may be made in a manner which results in any increase in the number of lots above those existing when these covenants became effective.

## ARTICLE VIII

**Easements.** Easements for installation and maintenance of utilities, drainage facilities, and signs are reserved as shown on the recorded plat. Within the utility and drainage easements, no structures, plantings, 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, change the direction of flow of drainage channels in the easement, or 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 IX

**Business, Manufacturing, Commercial, and Professional Uses Prohibited;**  
**Nuisances Prohibited.** Except as hereinafter provided, no part of said property shall be used for business, manufacturing, commercial, or professional purposes. All in-house businesses must be approved, in writing, by the Architectural Committee, with a written proposal being submitted by the lot owner to the Architectural Committee prior to approval. Upon such approval by the Architectural Committee, in-house businesses may be conducted so long as:

- a) The business is conducted by the homeowners or occupants of the house.
- b) In-house businesses shall be of the self-employed, independent contractor nature, with examples being general contractors, real estate agents, architects, and other such similar professionals. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than temporary "For Sale" signs. No trade materials or inventories may be stored or regularly parked on the premises.

## ARTICLE X

**Temporary Structures; Satellite Dishes.** No trailer, modular home, single- or double-wide mobile home, tent, shack, barn, or other outbuilding, except a private garage for not less than two (2) cars, but not more than three (3) cars, and an accessory building or structure as authorized by the provisions of Article III shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation, either temporarily or permanently. It shall not be permissible for any accessory building or other structure to be constructed of tin. Satellite dishes may be allowed on the premises only in locations approved by the Architectural Committee, in writing, with type and style being submitted by the lot owner to the Architectural Committee prior to approval. Provided, however, that in no case shall a satellite dish be permitted that exceeds eighteen (18) inches in diameter.

## ARTICLE XI

**Trucks; Boats; Trailers.** No trucks, pickups, boats, trailers, or motor homes shall be parked on public streets of the subdivision. It shall not be permissible for a tractor-trailer cab or trailer to be parked in the subdivision at any time, either permanently or temporarily. No cars which are not in working condition and regularly used shall be parked overnight. The operation of motor bikes and all-terrain vehicles shall be prohibited both on the streets of the subdivision and on the lots comprising said subdivision.

## ARTICLE XII

**Garbage Containers.** Garbage containers shall be kept in the back yard and shall not be visible from the street or an adjacent lot.

## ARTICLE XIII

**Fences.** Fences may be maintained on portions of the lots only with the written consent of the Architectural Committee as to location, material, and height, and the decision of such Committee to approve or reject a fence shall be conclusive. The Architectural Committee reserves the right to have a uniform fence requirement for all lots. Any chain link fence must be black in color. In no event shall a fence of any type be permitted in front of the residence constructed on each lot. The Declarant has installed a brick and wrought iron fence on some of the lots in the Subdivision, and the purchaser of any lot in the Subdivision on which a portion of the brick and wrought iron fence is erected can not remove said fence and shall be responsible for maintaining the portion of the fence that is located on the lot. A swimming pool is permitted on a lot provided, however, that the pool

must be surrounded by a white vinyl picket fence.

#### **ARTICLE XIV**

**Animals.** No farm animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said subdivision. No more than two (2) outside pets shall be allowed, and all dogs kept outside must be kept within a fence which is approved pursuant to Article XIII. Any dog, when not in a fenced yard, must be on a leash.

#### **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 on which the Declaration is filed for registration in the Registry of Wake County, after which period said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part; provided, however, that any such instrument must be recorded within a six (6) month period preceding the end of the twenty-five (25) year period or a ten (10) year extension period.

#### **ARTICLE XVI**

**Underground Utilities.** All public service or other utilities requiring wiring, pipes, or other instrumentalities of conveyance will be placed underground where practicable. The Declarant 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, which may require an initial contribution, and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by each residential customer.

#### **ARTICLE XVII**

**Period of Construction.** Construction must begin on any lot purchased in the Subdivision within three (3) years from the purchase date. Any lot purchased on which construction has not begun within three (3) years from the purchase date, must be offered back to the Declarant by the owner at the same purchase price. Any construction begun on any lot, must be completed not later than one year from the date that said construction commenced.

## ARTICLE XVIII

**Gas and Oil Tanks.** Whenever any homeowner desires to use any fuel which necessitates the location of any tanks on the lot, all tanks shall be buried or hidden by attractive structures before the closing of the permanent loan on said lot, the construction of said structures to be in accordance with specifications approved by the Architectural Committee. Any gas tank that has a capacity greater than 100 gallons must be buried.

## ARTICLE XIX

**Road Maintenance Certification.** There are certain rights-of-way and streets in said Subdivision as shown on map recorded in Book of Maps 1999, Page 2361, Wake County Registry. These streets will be maintained in an all-weather condition by the Declarant until such time as said rights-of-way and streets are taken over as a part of the roadway system by the State of North Carolina Department of Transportation.

## ARTICLE XX

**Appearance.** Each owner shall keep his building site free of tall grass and weeds, undergrowth, dead trees, trash, and rubbish, and the property shall be maintained so as to present a pleasing appearance. If, in the opinion of the Architectural Committee, an owner is not properly maintaining his building as provided, the Declarant may have the required work done, and the costs thus incurred shall be paid by the owner, with enforcement pursuant to Article XXV. Each owner shall also be responsible for maintaining and mowing all unpaved areas in front of that owner's lot that might be within the right-of-way of the streets within said subdivision. The drying of clothes in public view is prohibited. The entrance sign and landscaping around the entrance sign shall be maintained by the Declarant until such time as the Declarant no longer owns any lots in this Phase of the Subdivision or in a subsequently annexed Phase. Once the Declarant is no longer responsible for the maintenance of the sign and for the landscaping, the responsibility for maintaining said sign shall be on the individual lot owners in the subdivision.

## ARTICLE XXI

**Annexation of Additional Properties.** As additional Phases of Wakefield Meadows Subdivision are developed, the Declarant shall annex said Phases within the subdivision, and shall subject said Phases to these restrictive covenants. Annexation shall be accomplished by recording in the Office of the Register of Deeds of Wake County a Declaration of Annexation, duly executed, describing the lands annexed and incorporating the provisions of these restrictive covenants, either by reference or by fully setting out said provisions. The

additional lands shall be deemed annexed on the date of recordation of the Declaration of Annexation and in the case of annexation by the Declarant, no action or consent on the part of any other person or entity shall be necessary to accomplish said annexation.

#### **ARTICLE XXII**

**Driveways.** All driveways must be concrete or asphalt. On wooded lots, the drive must be concrete or asphalt for the first seventy-five (75) feet from the curb line. On cleared lots, the driveway must be paved to the garage.

#### **ARTICLE XXIII**

**Mailboxes.** All mailboxes must be black and mounted on a white post.

#### **ARTICLE XXIV**

**Lawn ornaments.** There will be no plastic lawn ornaments. (Pink flamingos).

#### **ARTICLE XXV**

**Enforcement.** Enforcement shall be the responsibility of the homeowners of the subdivision, but the Declarant and the Architectural Committee shall also have the right to bring enforcement proceedings. 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 or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorneys' fees and court costs incurred in enforcing or defending matters related to these covenants.

#### **ARTICLE XXVI**

**Severability.** Invalidation of any one (1) 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,*** the Declarant, ***Olde Heritage Builders & Realty, Inc.***, has caused this instrument to be executed the day and year first above written by affixing its name and seal thereto.

OLDE HERITAGE BUILDERS & REALTY, INC.

BY:   
R. CHAD RAY, Vice-President

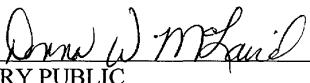
ATTEST:



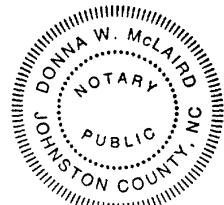
STATE OF NORTH CAROLINA  
COUNTY OF Johnston

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that **JODI A.H. RAY** personally appeared before me this day and acknowledged that she is Assistant Secretary of *Olde Heritage Builders & Realty, 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 Vice-President, sealed with its corporate seal, and attested by her as its Assistant Secretary.

WITNESS my hand and notarial seal this 28th day of December, 1999.

  
NOTARY PUBLIC

My Commission Expires: 4/13/2003



Laura M Riddick  
Register of Deeds  
Wake County, NC



Book : 008491 Page : 00674 - 00683



**Wake County Register of Deeds**  
**Laura M. Riddick**  
**Register of Deeds**

**North Carolina - Wake County**

The foregoing certificate        of       Donna W. McLain      

       Notary(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.

Laura M. Riddick, Register of Deeds  
*P. Anne Redd*  
By: \_\_\_\_\_  
Assistant/Deputy Register of Deeds

**This Customer Group**  
      1       # of Time Stamps Needed

**This Document**  
      10       New Time Stamp  
      10       # of Pages