

NORTH CAROLINA
WAKE COUNTY

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THIS DECLARATION, made this 31st day of March, 1972, by ROBERT S. DREW and wife, BARBARA J. DREW, hereinafter called "DEVELOPERS";

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

WHEREAS, the Developers are the owners of the real property described in Article I of this Declaration and are 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 the owners thereof, and shall inure 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 Developers hereby declare 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 Nos. 1, 2, 3, 4, 5, 6, 7 & 8, according to plat entitled "CANADERO, R. S. Drew, Developer, Raleigh, Wake County, N. C.", dated March 23, 1972, prepared by Smith & Smith, Registered Land Surveyors, and recorded in Book of Maps 1972, Page 80, Volume 1, Wake County Registry, North Carolina.

ARTICLE II

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 set-backs 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.

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars. The dwelling or garage may include quarters for servants of the occupants of the building.

ARTICLE IV

BUILDING TYPE AND LOCATION. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of such buildings, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by the Developers. In the event that said approval or disapproval is not given within thirty days after said plans and specifications have been submitted, or in any event, if no suit to enjoin the erection of 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.

ARTICLE V

NATURAL BEAUTY. In order to maintain the natural beauty of this subdivision and guard against the destruction of this natural beauty, no tree of diameter greater than eight inches (8") measured four feet above the ground may be removed or destroyed without the prior approval of the Developers.

ARTICLE VI

DWELLING SIZE. Except with the prior written approval of the Developer, no single-story residential structure which has an area of less than 1,700 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 1,400 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VII

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 80 feet, provided, however, that on a corner lot a dwelling must be located at least 80 feet from both streets. No building shall be located nearer than 30 feet to an interior lot line except that a 5 foot side yard shall be permitted for a garage or other permitted accessory building located 150 feet or more from the minimum building setback line. For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Developers reserve the right to waive violations of the setback and side line requirements set forth in this paragraph, provided, however, that no such waiver shall create an estoppel against the Developers or any other person in the enforcement of these covenants in all other respects.

ARTICLE VIII BOOK 2065 PAGE 125

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 150 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 70,000 square feet except for Lot No. 8, as shown on said map, for which the minimum lot area shall be 40,000 square feet. No lot shall be subdivided for a period of 20 years from the above date, provided, however, that the owners of adjoining lots may vary the lines of said lots so long as the minimum width, area, sideline and setback requirements are not violated.

ARTICLE IX

TEMPORARY STRUCTURES. No residence of a temporary character shall be erected or allowed to remain on any tract and no trailer basement, tent, shack, garage, barn or other outbuilding erected on any tract shall be used as a residence, either permanently or temporarily, except with the prior consent of the Developers. Provided further that no barn or outbuilding shall be located on any lot without the prior approval of the location and type of building by the Developers.

ARTICLE X

FENCES. No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum building setback line established herein except on the approval of the Developers.

ARTICLE XI

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.

ARTICLE XII

NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done whereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories 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. Provided further that trash, garbage or other waste shall not be kept on any lot except in sanitary containers and that all equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

ARTICLE XIII

ANIMALS. No animals, livestock or poultry of any kind shall be raised or kept or maintained on any part of said property for any commercial purpose.

ARTICLE XIV

UTILITIES. All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not to be visible.

ALTERNATE METHOD OF APPROVAL. In all matters wherein the approval of the Developers is required by these protective covenants agreement by a majority of the lot owners as hereinafter defined shall also constitute approval for the purposes of these covenants and shall have priority over the approval of the Developers. Lot owners shall include all people, including the Developers, owning lots at the time of a given decision and each owner shall have one vote for each lot owned.

ARTICLE XVI

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 ten (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 XVII

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 XVIII

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 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 Developers have hereunto set their hands and seals this the day and year first above written.

Robert S. Drew (SEAL)
Robert S. Drew

Barbara J. Drew (SEAL)
Barbara J. Drew

NORTH CAROLINA
WAKE COUNTY

I, Gerardine J. Kelly, a Notary Public, do hereby certify that Robert S. Drew and wife, Barbara J. Drew, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 5th day of April, 1972.

Gerardine J. Kelly
Notary Public

My Commission Expires: _____

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Gerardine J. Kelly

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2065 Page 123
This 4 day of April, 1972, at 10:25 o'clock A. M.

Rosa S. Smith
Deputy Register of Deeds