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PREPARED BY AND HOLD FOR: WARREN, PERRY & ANTHONY, P.L.L.C.

REGISTERED
WAKE COUNTY

NORTH CAROLINA

FIRST AMENDED DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS, FOR WILLOW
DEER SUBDIVISION

COUNTY OF WAKE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WILLOW DEER SUBDIVISION is made this 11 day of JANUARY 1999,
by The Futrell Properties Limited Partnership No. 1, hereinafter
referred to as the "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property
located in Wake County, North Carolina, as more particularly
described on Exhibit "A" attached hereto and made a part hereof
for all purposes (the "Property"); and

WHEREAS, Declarant previously has subdivided or intends to
subdivide the property into a residential subdivision known as
"Willow Deer Subdivision";

NOW, THEREFORE, Declarant hereby subjects the Property to the
easements, covenants, conditions and restrictions hereinafter
stated and hereby declares that all of the Property shall be held,
sold and conveyed subject to the easements, covenants, conditions
and restrictions as hereinafter stated, all of which are for the
purpose of enhancing and protecting the value, desirability and
attractiveness of the Property and which shall run with the
Property and all parts thereof and shall be binding on all parties
having or acquiring any right, title or interest in the Property
or any part hereof or interest therein and on the heirs,
successors and assigns, and shall inure to the benefit of each
owner of the Property or any part thereof or interest therein.

ARTICLE I: USE RESTRICTIONS

Section 1: Land Use and Building Type. No lot shall be used
except for residential purposes and for single-family houses. No
building shall be erected, altered, placed, or permitted to remain
on any lot other than a single detached one-family dwelling. No
lot shall be subdivided or boundary lines amended, except with the
written consent of the Declarant and in compliance with the
subdivision regulations of Wake County. The Declarant hereby
expressly reserve to themselves, and their successors and/or
assigns the right to replat one or more lots shown on the plat of
said subdivision in order to create a modified building lot.

In order to maintain architectural beauty in this subdivision

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and to guard against the erection therein of poorly designed or proportioned structures, no building shall be erected, altered, or permitted to remain on any building lot until a plot plan showing the location of said building on the lot and the plans and specifications showing the type and exterior lines and proposed colors thereof have been submitted to and approved in writing by Declarant or by such person or persons that said Declarant shall in writing designate. In the event Declarant or the person designated in writing by it fails to approve or disapprove such design or location within thirty (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. Furthermore, if no suit to enjoin the erection of such structure has been commenced prior to ninety (90) days after the completion of the structure, such approval shall not be required.

Section 2: Dwelling Size and Foundation. Dwellings shall have the following minimum square footage of heated floor space exclusive of porches, carports and garages: 1000 square feet for a one-story dwelling, 1200 square feet for a one and one-half story or a two story dwelling. All foundations shall be veneered on the exterior with brick. All dwellings shall be constructed by a licensed general contractor. Declarant reserves the right to waive size violations not in excess of five (5%) percent of the stated requirement and meeting zoning requirements.

Section 3: The building setback distances from property line shall be a minimum of 10' front, 15' rear, 5' side, 10' side abutting street, and 30' rear (perimeter lots).

Section 4: Character of Structures. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of temporary character be used as a residence on the property. No mobile homes shall be permanently or temporarily located on a lot. Declarant reserves the right to erect and place a temporary sales office on any lot owned by it to be used as a sales office.

Section 5: Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 6: Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising property for sale or rent, or signs used by builders to advertise the property during the construction and sales period.

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Section 7: Animals. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any lot, with the exception of the following pets: (1) dogs; (2) cats; (3) birds; and (4) other usual or common household pets. The board may regulate the number of pets allowed any owner. Pets shall be leashed, penned or physically restrained at all times within each lot.

The president of the Homeowners Association shall authorize the county dog warden to apprehend any pet seen in violation of these restrictions and to impound or dispose of the same pursuant to the county dog ordinance. The rights of the Homeowners Association to restrict animals as specified herein are non-waivable.

Section 8: Garbage and Trash. All lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or burning will be allowed on site.

Section 9: Vehicles. No stripped, partially wrecked, or junk (inoperable) motor vehicles, or parts thereof, shall be permitted to be parked or kept on any street or lot, in such a manner as to be visible to the occupants of other lots or the users of any street. No trucks or cars shall be parked on or along the right of way.

Section 10: Damaged Property. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

Section 11: Satellite Dish and Antennas.

(a) Any satellite dish in excess of 18 inches in diameter shall be behind the dwelling and shall not be visible from road.

(b) No exterior antennae of any kind shall be placed, allowed or maintained upon any portion of the community, including any lot, without the prior written consent of the Board or its designee, except that an owner may erect an antenna on his dwelling roof so long as such antenna does not extend more than ten (10) feet above the highest part of the roof. No free standing antennas whatsoever shall be placed on any lot without approval of the Board or its designee.

Section 12: Sight Distances. No fence, well, hedge, or shrub planting which obstructs street lines at elevations between two

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and six 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 any line connecting them at points twenty-five (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 ten (10) feet from the intersection of the 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.

Section 13: Driveways. All driveways placed on the lots must be made of concrete, asphalt, or crushed stone and be at least 12 feet in width and shall be a minimum length to be determined by the Declarant or his designee. Driveway pipe shall be at least 15 inches diameter reinforced pipe and 20 feet in length.

Section 14: Fencing, etc. No building, mail box, outside lighting, newspaper box, screen planting, fence or fencing or any improvements shall be erected, placed or altered on any building site unless approved by the Declarant. Building plans, specifications, and plat plans showing the location of improvements on the building site must be approved in writing as to conformity and harmony of external design, external materials with existing structures in the area as to location with respect to topographical features, finished ground elevation and neighboring structures by Declarant or the architectural committee approved by Declarant. No fence or fencing will be approved that is higher than six feet when measured from the ground to the top of the fence. The owner must maintain any fence or fencing allowed in a good and aesthetically pleasing condition. In the event Declarant or the appointed architectural committee fails to approve or disapprove such design or location within sixty (60) days after said plans and specifications have been submitted to it, such approval will not be required, and this covenant will be deemed to have been complied with fully.

Section 15: Trees, Landscaping. No tree of a size greater than ten inches (10" dbh) diameter breast height may be cut or removed except with prior permission of the Declarant or the Board of Directors of the Homeowners Association after Declarant designates the Board to have such authority.

Article II: Easements

Section 1: Private Construction Easement. The public roads and streets servicing the subdivisions appear in the recorded plat but in the event, and to the extent fills, cuts, slopes or part of

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the street itself extend past the surveyed right-of-way, the Declarant reserves a permanent construction easement extending 15 feet from the right-of-way line perpendicularly into each lot along each street or roadway as an easement for the maintenance of the existing street and road system and the supporting cuts, ditches or slopes therefore. The Declarant shall construct the roads within the subdivision to meet specifications required by the North Carolina Department of Transportation for State maintenance of the roads, and Declarant shall maintain the roads in a condition acceptable to the Department until the state agrees to accept the roads for maintenance.

Section 2: Utilities and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. 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 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.

The Declarant 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 electrical cables and/or the installation of street lighting, either or both of which may require initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building lot.

The Declarant also reserves the right to subject the real property in this subdivision to a contract with Wake County for water and sewer service which may require initial payment and/or a continuing monthly payment to Wake County for said fees by the owner of each building lot.

Section 3: Other Easements and Permanent Open Space. Other easements and permanent open space, for recreational and other uses and purposes, are shown on the revised plat of the subdivision. Within such easements or common areas, no structure, planting or other material shall be placed or permitted to remain which will interfere with the designated use of such area. The same area may be reserved for more than one purpose or use, but use of areas designated for utilities and drainage shall be such as not to interfere with the use of the area for utilities drainage.

Section 4: Declarant reserves the rights for itself, its

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principals and affiliates and their assigns, to develop lands adjoining this subdivision in subsequent phases and to subject such developments to Restrictive Covenants substantially similar to these and to expand the Homeowners' Association contemplated herein to include owners in such additional subdivision developments.

UNQUALIFIED GENERAL PROVISION

Section 1: Declarant and/or its successors and/or assigns reserves the right to alter, amend, modify or extend any provision of the foregoing, to this Phase or any future phases as long as declarant and/or its successors and/or assigns owns any lots or designates same.

IN TESTIMONY WHEREOF, the Declarant and/or Association if applicable, execute this Declaration of Covenants and Agreement under seal this 11 day of Jan, 1999.

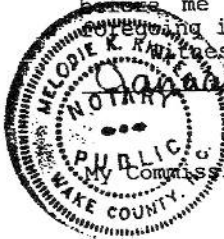
THE FUTRELL PROPERTIES LIMITED PARTNERSHIP NO. 1

BY: *Glenn E. Futrell*
Glenn E. Futrell, General Partner

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the aforesaid County and State, do certify that Glenn E. Futrell, General Partner personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

I witness my hand and notarial seal, this the 11th day of January, 1999.



Melodie K. Rinker
NOTARY PUBLIC

My Commission Expires: 7/31/2000

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of _____
Melodie K. Rinker
Notary 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

By *Meta W. Harris*
Asst./Deputy Register of Deeds