

25 copies

NORTH CAROLINA
WAKE COUNTY

NOT 21000 Not 400

DECLARATION AND AGREEMENT

THIS DECLARATION, made this 2nd day of January, 1973, by WYNDFIELD VENTURES, a limited partnership with its principal office in the City of Raleigh, North Carolina, hereinafter called "Wyndfield Ventures".

W I T N E S S E T H:

WHEREAS, Wyndfield Ventures hereby declares that the following described real property located in Wake County, North Carolina, is and shall be held, transferred, sold and conveyed subject to the protective covenants hereinafter set forth:

BEING all of Lots 1 through 30 as shown on plat prepared by Kenneth Close, Registered Engineer entitled "Wyndfield Subdivision" and shown in Book of Maps 1972, Page 438., Wake County Registry.

I.

PREAMBLE

The real property above described is hereby made subject to the protective covenants and restrictions hereby declared for the purpose of insuring the best use and most appropriate development improvement of each building site in this subdivision; to protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of the property of each; 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 building sites; to

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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 improvements in said property and thereby to enhance the values of investments made by purchasers of building sites therein.

II.

Each lot above described shall constitute a residential building site hereinafter called "Building Site" and shall be used for residential purposes only. The lay of the lots as shown on the recorded plat shall be substantially adhered to provided, however, with the prior written approval of the architectural committee, hereinafter referred to as the "Architectural Committee", the size and shape of any building site may be altered, provided that no building site or group of building sites may be resubdivided so as to produce a greater number of building sites. More than one lot may be used as one building site provided the location of any structure permitted thereon is approved in writing by the Architectural Committee referred to in Paragraph III hereof. Except as provided in this paragraph, no structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half stories in height and appropriate garage for not more than four cars. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be constructed on any building site provided it is accompanied by the main dwelling referred to in the preceding 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 said main dwelling has first been constructed or unless they are constructed at the same time.

III.

No building, fence, mailbox, outside lighting, newspaper box, screen, planting or other improvements shall be erected, placed or altered on any building site until the building plans, specifications and plat plans showing the location of such improvement on the building site have been submitted to and approved in writing as to conformity and harmony of external design and external materials with existing structures in the area, and as to location with respect to topography, finished ground elevation and neighboring structures by the Architectural Committee, composed of three persons designated and appointed by Wyndfield Ventures or its successors or assigns. In the event the Architectural Committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it or in any event that no suit enjoin the erection of such building or the making of such alterations has been commenced prior to the completion, such approval will not be required in these covenants and will be deemed to have been fully complied with. Members of such architectural committee shall not be entitled to any compensation for services performed pursuant to this covenant.

IV.

Except with the prior written approval of the Architectural Committee, no building of any kind, including garage, shall be located on any building nearer to the front line than 100 feet; provided, however, that on a corner lot

a dwelling may be located not nearer than 45 feet to one street if the same is at least 100 feet from the other street. No building shall be located nearer than 35 feet to an interior lot 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 considered to permit any portion of a building on a lot to encroach upon another lot.

V.

No residential structure which has a minimum area of less than 2,400 square feet of heated area for a two story structure or split-level structure, and 2,200 square feet of heated area for one story structures, exclusive of porches, basements and garages, shall be erected or placed on any building site.

VI.

No noxious or offensive trade or activity shall be carried on upon any building site, 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 unless approved in advance by the Architectural Committee. No trade materials or inventories may be stored upon the premises and no trucks, boats or tractors may be stored or regularly parked on the premises, except in garage or well screened enclosures. All trash and garbage must be kept in underground receptacles unless within the utility yard referred to in Paragraph XII hereof. No business activity or trade of any kind whatsoever shall be carried on upon any building site.

VII.

No trailer, basements (unless said basement is part of the residence erected at the same time) tent, shack, barn or other out building shall be erected or placed on any building site covered by these covenants except as specifically permitted herein.

VIII.

No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

IX.

No fence, wall, hedge or mass planting shall be permitted to extend ^{beyond} the minimum building set back lines established herein except upon the prior written approval by the Architectural Committee.

X.

Adequate off-street parking shall be provided by the owner of each building site for the parking of all automobiles owned by such owner and the owners of building sites agree not to park their automobiles on the streets in the subdivision.

XI.

Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintain 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 Architectural Committee, then Wyndfield Ventures may have the required work done and the cost thus incurred by Wyndfield Ventures shall be paid by the owner of said building site.

XII.

Each residential structure shall have attached thereto one or more utility yards. At least one such utility yard shall be constructed at the same time a main residence is constructed unless provision is made for the housing of the items set forth below, even in the main residence or garage. Each utility yard shall be walled or fenced and the entrance thereto shall be screened, using materials and with a height and design approved by the Architectural Committee. The following building structures and objects may be erected and maintained and allowed to remain on the building site only if the same are located wholly within

the main residence or wholly within a utility yard. Pens, yards and houses for pets, above ground storage of construction materials, wood, coal, oil and other fuels, cloths racks and cloths lines, cloths washing and drying equipment, laundry rooms, tool shops and work shops, garbage and trash cans, boats and boat trailers and receptacles, (other than underground receptacles referred to in Paragraph VI hereof) and above ground exterior air conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by the Architectural Committee to be of an unsightly nature or appearance.

XIII.

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

XIV.

Wyndfield Ventures for itself, its successors and assigns, hereby reserves and has given a perpetual easement, privilege and rights for utility purposes on, in and under a 10 foot strip along the rear line of each building site and on, in and under a 10 foot strip along the interior side lot line of each building site.

XV.

Except with the prior written approval of the Architectural Committee, no owner shall cut or otherwise remove any trees from any lot except within an area reasonably necessary for the placement of a detached single family dwelling, an area 30 feet from same dwelling in all directions, such area as may be reasonably necessary for a driveway to said dwelling.

XVI.

The General Partner of Wyndfield Ventures may, when authorized by the Architectural Committee, waive any one or more of the restrictions contained herein; provided that a recitation by the General Partner that the Architectural Committee has authorized said waiver shall be sufficient as to the authority of the General Partner.

XVII.

The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the building sites in the entire Wyndfield residential development whether covered by these or substantially similar covenants, it is agreed to change said covenants in whole or in part.

XVIII.

If the parties hereto or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property which is subject to these or substantially similar covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent it, her or him or them from so doing or recover damages or other dues for such violation.

XIX.

Invalidation of any of these covenants or any part thereof by judgments or court orders shall in no wise affect any of the other provisions which shall remain in full force and effect.

WYNDFIELD VENTURES

By: James R. Rogers (Seal)
General Partner

NORTH CAROLINA

BOOK **2126** PAGE **300**

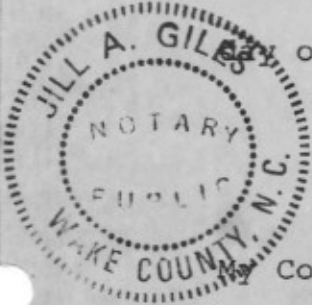
WAKE COUNTY

I, Jill A. Giles, a Notary Public, do
certify that James R. Rogers, III, General Partner of Wyndfield
Ventures, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument
as the act and deed of said partnership.

WITNESS my hand and notarial seal, this 2nd

day of January, 1973.

Jill A. Giles
Notary Public



My Commission Expires:

My Commission Expires December 5, 1977

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Jill A. Giles

(are) certified to be correct. This instrument was presented for registration and recorded in this
office in Book 2126 Page 493

This 2 day of Jan, 1973, at 3:10 o'clock P. M.

J. A. ROWLAND, Register of Deeds.

By Ron L. Smith
Deputy Register of Deeds