

Prepared by + Hold for
Malcolm E. Harris

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NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
ST. ANDREWS PLANTATION

THIS DECLARATION, MADE THIS 4 day of April, 1995, Saint Andrews Land Group, L.L.C., a North Carolina Limited Liability Company, hereinafter called Declarant;

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is 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 each owner thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described 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 subject to these covenants is part of St. Andrews Plantation located in Wake County, North Carolina, and is more particularly described as follows:

Being all of Lots 1 through 4 and 47 through 59, as shown on that map entitled "St. Andrews Plantation" and recorded in Book of Maps 1995, Page 517, Wake County Registry, North Carolina.

No property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the Protective Covenants and restrictions herein set forth by appropriate reference hereto.

The real property herein described is subjected to the Protective Covenants hereby declared to insure the best use and the most appropriate development and improvements 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 a harmonious color scheme; 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 inharmonious improvements on 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 investments made by purchasers of lots therein.

Article II

The lots described in Article I hereof shall be used as residential lots. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed three stories in height and a private garage for not more than four cars.

Article III

Declarant shall designate and appoint an Architectural Committee composed of three persons (hereinafter referred to as the "Committee") The Declarant will appoint all of the original members and all replacements of the Committee

No site preparation and no construction, erections, or installation of any structures, facilities, or other improvements whatsoever including fences, walls, mail boxes, outside lighting, newspaper boxes, screen plantings, and landscaping, shall be undertaken on any lot within the subdivision until the building plans, specifications, and plot plans have been submitted to the Committee, and the Committee has given written approval as to the location of the proposed structures, facilities and improvements with regards to topography, flowing and impounded waters, beginning and finished ground elevations, existing trees and shrubs, trees and shrubs to be planted, and neighboring structures, and has also given written approval of the proposed structures, facilities, and improvements with respect to conformity and harmony of the external design, exterior colors, and external materials, thereof with other proposed or existing structure and improvements and the general character of the subdivision.

The further written approval of the Committee shall be required for any alterations of any approved plans, or subsequent to construction, the alteration or modification of structures and improvements, insofar as the modification or alteration would affect the conformity and harmony of the external materials with other proposed or existing structure and improvements and general character of St. Andrews Plantation.

In the event Declarant or the appointed Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, and in any event, if, after the submission, no suit to enjoin the erection of any building authorized in these Articles 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 IV

DWELLING SIZE AND DRIVEWAYS, Except with the prior written approval of the Architectural Committee described above, no single-story residential structure which has less than 1750 square feet of heated area, exclusive of porches, breeze-ways, steps and garages shall be erected or placed or permitted to remain on any lot, an structures of more than a single story shall contain no less than 1950 square feet of heated area, exclusive of porches, breeze-ways, steps and garages. All single story residences shall have a roof pitch of not less than 7/12; and one and one-half story residences shall have a roof pitch of not less than 10/12; and all two or three story structures shall have a roof pitch of not less than 8/12. Roof pitches for contemporary designed houses will be approved on an individual basis by the Committee.

The Declarant reserves the right to waive in writing any minor violation of this Article. Any violation which does not exceed 10% shall be considered a minor violation.

Article V

All structures in the subdivision shall meet the following criteria;

A. Exterior siding for each dwelling and garage shall be either brick veneer, stone, wood, or approved hardboard (approved by the Architectural Committee).

B. Each dwelling unit shall have a driveway of concrete or asphalt paving. Such driveway shall be a minimum of 16 feet wide at the street and may decrease in width as it runs into the lot, provided, it shall be no less than 10 feet wide at any point and it must run completely from street to garage or to the house.

C. Each dwelling shall have a roof made of cedar shaker or an architectural roof approved by the Architectural Committee

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D. All mail boxes and posts shall be the same and approved by the Declarant, its successors or assigns.

E. All exterior yard light posts shall be the same and approved by the Declarant, its successors or assigns.

Article VI

No dwelling shall be erected on any lot nearer to the front lot line than 45 feet, nor nearer to a side lot line than 20 feet, provided, however, on corner lots the dwelling may face either street and may be located no nearer than 30 feet to one street if the same is at least 45 feet from the other street. Declarant reserves the right to waive violations of these setback requirements which are not in excess of 10% of the requirements stated above.

Article VII

A dwelling may be placed on more than one lot provided that plans and specifications for the same have been approved by Declarant or the appointed Architectural Committee.

Article VIII

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories (except during construction) may be stored upon the premises and no trucks, tractors or inoperable automobiles 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.

Article IX

No trailer (except recreational vehicles and boats which are parked behind the dwelling and screened from street view), tent, shack, or barn shall be erected or placed on any lot covered by these covenants. No detached structure other than a garage shall be permitted on any lot.

Article X

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or household pets may be kept, provided that they are not bred or maintained for any commercial purpose. Any animal pens must be approved by the Declarant or the appointed Architectural Committee.

Article XI

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors and assigns.

Article XII

No fence, wall, hedge, or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot.

Article XIII

Enforcement of these covenants shall be by proceedings at law or in equity by the owner(s) of any lot and/or by the Declarant against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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Article XIV

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect

Article XV

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 full or in part.

Article XVI

All public and private utility distribution lines and facilities to be located in the subdivision shall be placed underground. Declarant reserves the right to subject the subdivision to a contract and easement with Wake County, Carolina Telephone and Telegraph Company, Wake Electric Membership Co-operative, and any other public or private utility company for the installation of underground utility cables and facilities; and for the installation of street lighting which may require a continuing monthly payment to the utility by the owner of the lot whereon the lights are located, or, a continuing monthly payment by each lot owner for a proportional part of the total street lighting cost.

Article XVII

These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots; or by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, when Declarant shall no longer own any lot in the Subdivision. Such instrument shall be recorded in the Wake County Registry.

Article XVIII

Declarant dedicates and reserves utility easements across and under an area 30 feet in width located 15 feet on either side of all front side and rear lot lines. Any recombination of lot areas that results in a different side lot or rear lot line shall change the area subject to this easement; provided however, that no such recombination shall affect the rights of any person, firm, or corporation resulting from the physical location of utility lines or facilities in any such easement area prior to such recombination.

Article XIX

The owner of each lot shall provide adequate off street parking for all motor vehicles owned by the occupants of such lot. There shall be no parking of motor vehicles in the streets in the subdivision.

Article XX

Each owner shall maintain all buildings on owner's lot in a neat and pleasing manner, and shall keep such lot plus the area between the lot and the street curbing free and clear of all tall grass, unsightly undergrowth, dead trees, trash and rubbish. For so long as Declarant owns a lot which is subject to these Protective Covenants, Declarant shall have the right, but not the obligation, to enforce this provision by specific performance, or, in the alternative, to have the lot and/or buildings cleaned up and maintained and to recover all costs incurred in doing so from the owner, including court costs and reasonable attorney's fees.

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Article XXI

No satellite television reception dishes larger than 18 inches in diameter or other devices for the receipt of electromagnetic signals shall be located on any lot subject to these Protective Covenants. Any permitted satellite television reception dish must be located so that it is not visible from any street which borders the lot. Any person desiring to install an exterior television antenna shall first obtain the approval of the Architectural Committee regarding the size, shape, location, proportion, and all other matters regarding the impact of the proposed antenna on the appearance of the house. The Architectural Committee shall exercise its sole discretion in approving or withholding any such approval.

Article XXII

The Declarant reserves an easement on any lot, if provided for on the above referred map, for the purposes of locating thereon entrance signs and landscaping for the entrances to the subdivision. Included in the rights reserved by Declarant is the right to go on the easement area and to plant and maintain plants, shrubs, and trees and to maintain, repair, and replace any signs or portions thereof located on such lots. The rights retained hereunder by Declarant shall be for the benefit of the Declarant, and for any person, firm, or corporation which shall hereafter own any lot in the subdivision.

Article XXIII

Declarant reserves the right to subject the Property to a contract with Wake Electric Membership Corporation for the installation of underground electric cable and/or the installation of street lighting, either or both of which may require a continuing monthly payment to Wake Electric Membership Corporation by the owner or owners of each lot, computed on a prorata basis.

IN TESTIMONY WHEREOF, SAINT ANDREWS LAND GROUP, L.L.C. has caused this instrument to be executed by its Managing Member.

SAINT ANDREWS LAND GROUP, L.L.C.
a North Carolina Limited Liability Company

By: James M. Adams, Sr. (Seal)
James M. Adams, Sr., Managing Member

STATE OF NORTH CAROLINA
COUNTY OF Yamouille

I, Sylvia L. Fowler, a notary public of the county and state aforesaid, certify that James M. Adams, Sr., Managing Member of Saint Andrew Land Group, North Carolina Limited Liability Company, personally appeared before me this day and the due execution of the foregoing instrument.



my hand and official seal, this 14 day of April, 1995.

Sylvia L. Fowler
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____ of _____

Sylvia L. Fowler
Notary Public
(are) certified to be correct. This instrument and the certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Registrar of Deeds

Kenneth C. Wilkins
Assistant Registrar of Deeds

(saint.rc)



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PREPARED BY

FOR

REGISTRATION

Prepared by and mail after recording to: Malcolm B. HARRIS, JR.
Box 1100, Wake Forest, NC 27588

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NORTH CAROLINA
WAKE COUNTY

AMENDMENT TO DECLARATION
PROTECTIVE COVENANTS
ST. ANDREWS PLANTATION

THIS AMENDMENT TO DECLARATION, made this 1 day of November, 1995, by Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company ("Declarant") and Gayle W. Adams ("Owner"), a resident of Wake County, North Carolina;

WITNESSETH:

THAT WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation in Wake County, North Carolina, and has subjected Section A of St. Andrews Plantation to Protective Covenants recorded in Book 6487, Page 563, Wake County Registry ("Master Declaration") and Owner is the owner of Lots 60-63 and 66 of said St. Andrews Plantation.

THAT WHEREAS, the Master Declaration provides in Article I thereof that "[t]he Declarant may, from time to time, subject additional property to the Protective Covenants and restrictions herein set forth by appropriate reference hereto."

THAT WHEREAS, Declarant and Owner desire to subject the hereinafter described property to the Master Declaration.

NOW THEREFORE, the Declarant hereby declares that all of Lots 60 through 63, inclusive, and Lot 66, as shown on that map, dated 6/30/95, entitled "St. Andrews Plantation, Section 'C'", prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, and recorded in Book of Maps 1995, Page 1454, Wake County Registry, North Carolina, is and shall be held, transferred, sold and conveyed subject to the Master Declaration recorded in Book 6487, Page 563, Wake County Registry, North Carolina.

IN TESTIMONY WHEREOF, Saint Andrews Land Group, LLC has caused this instrument to be executed in its name by its Managing Member, and Gayle W. Adams has set her hand and seal, the date first above written.

SAINT ANDREWS LAND GROUP, LLC
a North Carolina Limited
Liability Company

By: James M. Adams, Sr.
James M. Adams, Sr.
Managing Member

Gayle W. Adams (SEAL)
Gayle W. Adams

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NORTH CAROLINA

COUNTY OF Granville

I, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal or stamp, this 1 day of November, 1995.

My Commission Expires:

2-16-99

[Signature]
Notary Public



NORTH CAROLINA

COUNTY OF Granville

I, a Notary Public of the County and State aforesaid, do hereby certify that Gayle W. Adams, Owner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal or stamp, this 1 day of November, 1995.

My Commission Expires:

2-16-99

[Signature]
Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is

[Signature]

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.

KENNETH C. WILKINS, Register of Deeds

By [Signature]
County Register of Deeds