

Wake County, NC 177
Laura M Riddick, Register Of Deeds
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Book : 009485 Page : 01234 - 01240

Prepared by and mail to
Calder & McWilliam, PLLC
216 Highway 70 West
Garner, NC 27529

NORTH CAROLINA
WAKE COUNTY

**DECLARATION OF RESTRICTIVE COVENANTS and
ROAD MAINTENANCE AGREEMENT for**

SOUTHERN ACRES SUBDIVISION

THIS DECLARATION AND AGREEMENT is made and executed on this October
15, 2001 by Rebecca Brown and James R. Brown.

WITNESSETH:

Rebecca Brown and James R. Brown, the owners of the lands hereinafter described,
and herein referred to as "Declarants", desires to declare and place the restrictions hereinafter
set forth upon the lots in the real estate subdivision hereinafter described and upon the
development, improvement and use thereof.

NOW, THEREFORE, the Declarants, for itself, and 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 persons, firms and corporations to purchase a part of the said property, that the
property, and each and every lot, described below, is hereby made subject to the following
restrictive covenants as to the development and improvement and use thereof, which
covenants shall run with the said land and with each and every lot by whomsoever owned.

The real property to which these restrictive covenants shall be applicable being described as
follows:

Declarants are the owners in fee of a parcel of land known as Southern Acres, a subdivision recorded in Book of Maps 1973, Volume 2, Page 211, Wake County Registry, North Carolina.

ARTICLE 1

PURPOSE. The real property hereinbefore described 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 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, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE 2

The property shall be used for residential purposes only, and any residence so erected shall contain a minimum of of 1300 square feet of first floor area, exclusive of garage, breezeway, porch or carport area.

Excluding the pre existing home business of "Personal Pet."

PLB

ARTICLE 3

There shall be no more than one dwelling house erected upon any tract referred to above except for tracts No. 7 and there shall be no more than two dwelling houses located thereon. Each dwelling shall be at least 70 feet from the front property line. Each dwelling shall be atleast 10 feet from the side property line.

ARTICLE 4

No swine or fowl shall be kept and maintained on said premises.

ARTICLE 5

The use and occupancy of house trailers on said premises is prohibited.

ARTICLE 6

No structure of a temporary character shall be erected or used as a residence on said property, including so-called shell homes or homes that are only finished on the exterior.

ARTICLE 7

There shall be no junk automobiles allowed on the property.

ARTICLE 8

All dwellings erected on said premises shall have full foundation walls with no exposed concrete blocks.

ARTICLE 9

Any outbuildings constructed on said property shall be set back at least 150 feet from the road and shall be constructed of good quality materials and the outside thereof shall either be brick, painted or stained wood or enamel metal siding. No outbuildings shall be erected nor allowed to stand which is not constructed of good materials and the work done in a good workmanlike manner.

ARTICLE 10

GENERAL APPEARANCE. The owners of all lots shall be responsible for keeping lots clean of debris; by keeping such lots mowed, trimmed, and cleaned.

ARTICLE 11

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 this Declaration and Agreement is filed for registration in the Registry of Deeds, 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 then 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-month period preceding the end of the twenty-five (25) years period or a ten-year (10) extension period.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and seals the date and year first written above.

Rebecca Brown (Seal)
Rebecca Brown

Deceased (Seal)
James R. Brown

North Carolina, Wake County

I, the undersigned notary public for the Wake County, hereby certify that Rebecca Brown personally appeared before me this date and executed the foregoing instrument. Witness my hand and notarial seal on this the 13th of May, 2002.



Carol Williams

Notary Public, Wake County, N.C.
My Commission Expires October 31, 2005
my commission expires _____

Notary public

North Carolina, Wake County

~~I, the undersigned notary public for the Wake County, hereby certify that James R. Brown personally appeared before me this date and executed the foregoing instrument. Witness my hand and notarial seal on this the _____ of _____, 20____.~~

~~^PLACE SEAL HERE^~~

~~_____~~

~~my commission expires _____~~

~~Notary public~~

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Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009485 Page : 01234 - 01240

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Please retain with original document and submit for rerecording.**



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

North Carolina - Wake County

The foregoing certificate ___ of Carol Williams

____ 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

By: Vernon S. Spear
DEPUTY
Assistant/Deputy Register of Deeds

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