

BK6238 PG0638

*Warren + Parry*

PRESENTED  
FOR  
REGISTRATION

NORTH CAROLINA  
WAKE COUNTY

000421

PROTECTIVE COVENANTS  
DUN LORING SUBDIVISION 94 AUG 12 PM 12:00

THIS DECLARATION, made this 29<sup>th</sup> day of July, 1994, by KEY WEST ENTERPRISES, INC., a North Carolina Corporation having its principal office in Wake County, North Carolina, herein called "KEY WEST ENTERPRISES, INC.",

KEY WEST ENTERPRISES, INC.  
REGISTER OF DEEDS  
WAKE COUNTY

**WITNESSETH:**

That Declarant is the owner of the real property described in Article I, and is desirous of subjecting that 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 of any owner thereof.

NOW THEREFORE, Declarant hereby declares that the real property described in Article I is and hereafter shall be held, transferred, sold, and conveyed subject to the protective covenants stated herein, which shall run with the land subjected to them.

**ARTICLE I**

The real property which is subject to these covenants is Dun Loring Subdivision located in Wake Forest Township, Wake County, North Carolina, and is more particularly described as follows:

Being all of lots 1 through 28 shown on that Map of Dun Loring Subdivision recorded in Book of Maps 1994, Page 1066, Wake County Registry.

No property other than that described above shall be deemed to be subject to these covenants until specifically made subject thereto by a written declaration. Declarant may from time to time subject additional real property to these covenants.

**ARTICLE II**

The lots described above 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**

Each residential structure shall have a minimum of 2,000 square feet with a two car garage. This area shall not include porches, breezeways, steps, carports, and garages. All single story structures shall have a roof pitch of not less than 7/12 and all other 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 Architecture Committee. The term "roof pitch" applies to the portion of the roof on the front of the house facing the street, or to the sections of roof forming a gable end on the front of the house facing the street.

Declarant reserves the right to waive minor violations of this provision, namely those which do not exceed ten percent.

**ARTICLE IV**

All structures in the subdivision shall meet the following criteria:

- A. Exterior siding shall be one or more of the following: brick veneer, stone, wood, hardboard, or stucco.
- B. Exterior chimneys shall be masonry, stone or stucco.
- C. Each structure shall have a concrete paved driveway extending to the dwelling. It shall be a minimum of 16 feet wide at the street and may narrow down to no less than 10 feet.

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**ARTICLE V**

No structure shall be less than 75 feet from a front lot line, nor nearer than 15 feet to a side or rear lot line. On corner lots the structure may be no less than 60 feet from one street line if it is no less than 70 feet from the other street line. Declarant may waive this provision where the circumstances regarding the lot and the proposed structures justify it. Declarant shall exercise its sole discretion in such decision. Such waiver shall be in writing, and shall be stated on the plot plan.

**ARTICLE VI**

Declarant shall appoint a three person Architecture Committee which shall review and approve all improvements and construction proposed on any lot. Declarant, so long as he shall own at least one lot in the subdivision, shall appoint any successor members to the committee. At such time as Declarant shall no longer own a lot in the subdivision, it shall appoint a committee of persons who own lots in the subdivision, who shall thereafter appoint their successors.

No site work, construction, clearing of trees, disturbing of earth, installation of any facilities, or any other improvements whatsoever shall occur on any lot in the subdivision without the prior written approval of the Architecture Committee. This shall include, but shall not be limited to: fences, walls, outside lighting, dog pens, screen plantings, and landscaping where natural topography, or, natural vegetative cover, is disturbed.

The property owner shall submit a plot plan showing all proposed activity, and all plans and specifications for such, including, but not limited to: topography, beginning and finished ground elevations, existing trees and shrubs, trees and shrubs to be planted, exterior design of structures, external materials, and all other matters affecting the appearance of the lot and its improvements.

The further written approval of the Committee shall be required for any alteration to approved plans, and the alteration or modification of existing structures and improvements made after a house shall be occupied.

Lot owners shall submit their plot plans, drawings, plans and specifications personally to the Committee. If the Committee fails to give its written approval within 30 days of the date of submission, then approval shall be deemed to have been given. If, after submission of plans, no suit to enjoin the proposed construction or improvements shall have been commenced prior to completion of such, approval will be presumed, and this Article shall be deemed to have been complied with.

**ARTICLE VII**

A dwelling may be placed on more than one lot, providing that plans and specifications have been approved by the Architecture Committee.

**ARTICLE VIII**

No business or trade activity where goods or services are offered to the public shall be carried out on any lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood. Nothing herein shall be interpreted or construed to prevent the use of any structure or portion thereof as a home office, or to prevent the occupant of a house from working at home, provided that goods or services are not offered to the general public on the premises.

No trade materials or inventories (except during construction on the premises) shall be stored or otherwise allowed on the premises. No trucks, tractors or inoperable automobiles may be stored or regularly parked on the premises or upon any street right of way in the subdivision. Such parking or storing on a street right of way shall be deemed a prohibited use of the lot occupied by the person so storing or parking.

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No business or trade offering goods and services to the general public shall be allowed. Such include, but are not limited to: doctor's, lawyer's, or other professional office, fraternity house, rooming house, or boarding house; antique or gift shop or other commercial business open to the general public; or any other business use which shall generate pedestrian or vehicular traffic to the premises.

**ARTICLE IX**

No trailer (except recreational vehicles and boats which are parked behind the dwelling and screened from the street), tent, shack, barn, or structure other than a detached garage shall be permitted on any lot in the subdivision. All propane gas, LP gas, and other storage tanks or facilities shall be located underground.

**ARTICLE X**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, EXCEPT dogs, cats and other household pets may be kept, provided that they are not raised or bred for any commercial purpose. Any animal pen must be approved by the Architecture Committee, which shall exercise its sole discretion in determining the suitability of any such pen.

**ARTICLE XI**

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

**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 located on the lot.

**ARTICLE XIII**

All public and private utility distribution lines and facilities in the subdivision shall be located underground. Declarant reserves the right to subject the subdivision to contracts and easements for all available utilities; and for the installation of street lights which may require a continuing monthly payment to the utility by the owner of the lot whereon the light is located, or a continuing monthly payment by each lot owner for a proportional part of the total street lighting cost.

**ARTICLE XIV**

These restrictions are subject to being altered, modified, or changed at any time by Declarant so long as it shall own one or more lots in the subdivision; or, when Declarant shall no longer own a lot, by the owners of sixty per cent or more of the lots in the subdivision. Such changes shall be by a writing signed by Declarant, or, if by lot owners, by the necessary number of them, and duly recorded in the proper county registry.

**ARTICLE XV**

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

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Declarant reserves for a period of three years from the date hereof an easement to go on any lot whereon on a sediment control basin is located for the purposes of maintaining, covering up, or removing such basin.

**ARTICLE XVI**

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

**ARTICLE XVII**

Each owner shall maintain all buildings on his lot in a neat and pleasing manner; and shall keep the lot free and clear of all tall grass, unsightly undergrowth, dead trees and bushes, trash, and rubbish. The owner of each lot shall maintain a grassed lawn area on the shoulders and slopes adjacent to the paved streets in the subdivision; and shall maintain, and replant as needed, all grass, ornamental trees and shrubs which shall be placed on the cleared areas along the streets. Declarant, and any person owning a lot in the subdivision, shall have the right to enforce this provision by specific performance, or, in the alternative, to have the lot and/or building cleaned up and maintained and to recover all costs incurred in doing so, from the owner, including court costs and attorney's fees.

The failure of the lot owner to pay the costs incurred by the person enforcing this Article in maintaining, replanting, cleaning up, or otherwise enforcing this provision within thirty days of the date of billing shall constitute a failure to pay for labor and materials as contemplated by North Carolina General Statutes, Chapter 44(A)-8 et seq.; and the person enforcing this Article may proceed against the non-paying lot owner to perfect and enforce a lien against such lot as provided in North Carolina General Statutes, Chapter 44(A)-12 et seq.

Notice shall be given to the owner of each lot by enclosing a written statement of the amount spent for maintenance, and the amount of the proportionate share in a postage paid envelope addressed to the person listed as the owner of the lot in the county tax listing office for the year in which the expenses are incurred, and by depositing the envelope in the United States Mail.

**ARTICLE XVIII**

No satellite reception dish, or similar device for the reception of electromagnetic signals, having dimensions greater than twenty-four inches in height, width, and depth, shall be located on any lot in the subdivision. Such devices having dimensions less than twenty-four inches shall be located so that they cannot be seen from the street. Any person desiring to install an exterior television antenna shall first obtain the written approval of the Architecture 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 Committee shall exercise its sole discretion in granting or withholding such approval. Nothing herein shall be construed to give any person the right to erect an antenna without the written approval of the Committee.

**ARTICLE XIX**

These covenants shall run with the land, and shall be binding upon all parties and persons claiming under them for a period of twenty five years from the date hereof, after which time they shall be extended automatically for successive ten year periods unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in full or in part.

**ARTICLE XX**

Enforcement of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate these Covenants, either to restrain the violation, or to recover damages.

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**ARTICLE XXI**

These covenants are to be governed by and construed in accordance with the laws of the State of North Carolina. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, KEY WEST ENTERPRISES, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, all by order of its Board of Directors on the day and year first above written.

**KEY WEST ENTERPRISES, INC.**  
By: Sanford W. Bailey  
SANFORD W. BAILEY, President



RENA P. SOULE  
RENA P. SOULE, Secretary

**NORTH CAROLINA**

**WAKE COUNTY**

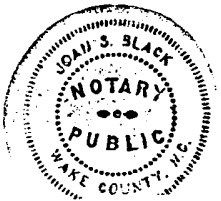
The undersigned Notary Public of the State and County aforesaid, certify that RENA P. SOULE appeared before me this day and acknowledged that she is the Secretary of KEY WEST ENTERPRISES, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested y him as its Secretary.

Witness my hand and notarial seal, this the ii day of July, 1994.

Joan S. Black  
NOTARY PUBLIC

My Commission Expires:

3-24-99



NORTH CAROLINA — WAKE COUNTY  
The foregoing certificate of Joan S. Black

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.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Redd  
Asst/Deputy Register of Deeds