

BOOK 3331 PAGE 640

PRESENTED
FOR
REGISTRATION

Nov 13 11 17 AM '84

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Prepared by and hold for:
DeMent, Askew & Gaskins

NORTH CAROLINA

WAKE COUNTY

THIS DECLARATION made this 19th day of October, 1984, by Myrick Construction Company of Raleigh, Inc., a North Carolina corporation, with its principal office in Wake County, North Carolina, hereinafter called "The Declarant"; and First Financial Service Corporation of Raleigh, a North Carolina corporation, "Trustee", as hereinafter set forth; and First Federal Savings and Loan Association of Raleigh, a United States corporation, hereinafter called "First Federal";

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described herein in Article I of this Declaration and is desirous of subjecting said real property to protective covenants hereinafter set forth, each and all of which inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof and shall apply to and bind the successors in interest and any owner thereof.

WHEREAS, the Declarant has heretofore executed a note secured by a deed of trust to the Trustee for the benefit of First Federal covering said property, the same being dated April 20, 1984, and being recorded in Book 3270, Page 886, Wake County Registry, and Declarant has requested said Trustee and First Federal to consent to the imposition of said covenants on said property and they have agreed to join in this instrument for the purpose of indicating their consent to same.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars paid to the Trustee and First Federal by Declarant, the parties do hereby agree that the lands described above shall be and remain subject to the following covenants and restrictions:

ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of Declaration is located in Barton's Creek Township, Wake County, North Carolina, and more particularly described as follows:

BEING all of Lots 1 through 31, Lots 33 through 45 and Lots 48 through 57 of Byrum Woods Subdivision, Phase II, according to a plat recorded in Map Book 1984, Page 1606, Wake County Registry.

ARTICLE II

The real property described in Article I hereof is hereby 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 location thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain property set-backs from street, 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 enhance the values of investments made by purchasers of lots therein.

ARTICLE III

No lot, shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot as a well site for a community water system or for the use in providing a recreational area for the individual lot owners as a group. No building shall be erected, altered, placed or be permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not less than two or nor more than three cars, which garage may contain servants quarters.

ARTICLE IV

No building shall be erected, placed or altered on any premises in said development until the building plans, specifications and plat showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development and as to location of the building with respect to topography and finished ground elevation by an architectural committee (The Architectural Committee) composed of three persons designated and appointed by Declarant or its 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, if no suit to enjoin the erection of such building or the making of such alterations 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. Members of The Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

- PAGE THREE -

ARTICLE V

Without the prior written approval of The Architectural Committee, no building shall be located on any lot in violation of the following setback and side line requirements:

- (a) the minimum width of side yards shall be 15 feet;
- (b) the minimum aggregate width of both side yards shall be 40 feet;
- (c) the minimum depth of rear yards shall be 30 feet;
- (d) the minimum depth of front yards shall be 50 feet; and
- (e) the minimum depth of corner side yards shall be 30 feet.

Declarant reserves the right to waive minor violations of the setback and side line requirements set forth in this Article (violations not in excess of Ten (10%) percent of the minimum requirements shall be deemed minor). With the written consent of the adjoining property owner (or owners), the Declarant may also waive any sideline violation that does not exceed three (3) feet.

ARTICLE VI

Without the prior written approval of The Architectural Committee, no single story residential structure which has an area of less than 2,000 square feet exclusive of porches, breezeways, steps and garages shall be erected or placed or permitted to remain on any lot shown on said recorded plat, and no story and one-half, two story or two and one-half story structure which has an area of less than 2,200 square feet (including a minimum of 1,050 square feet on the ground floor), exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any of said lots. The Architectural Committee reserves the right to waive minor violations of the square footage requirements set forth in this paragraph (violations not in excess of Five (5%) percent of the minimum requirements shall be deemed minor).

ARTICLE VII

No lot or combination of lots shall be re-subdivided in such a manner that will result in there being more than the present number of lots shown on said recorded plat.

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 signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored upon the premises and no trucks or tractors may be stored 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.

- PAGE FOUR -

ARTICLE IX

No trailer, tent, shack, barn or other outbuilding, except a private garage complying with Article III hereof, shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently, except for domestic servants employed by the owner of the lot upon which said garage is located.

ARTICLE X

No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept on lots provided that said animals are not kept or maintained for any commercial purpose.

ARTICLE XI

No fences, wall, hedge, or mass planting shall be permitted to extend nearer the front lot line than the minimum building set-back lines established herein except upon approval by The Architectural Committee.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner and no parking will be permitted on the streets. Also, all driveways must be paved.

ARTICLE XIII

The Declarant reserves the right to subject said property to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the Owner of each lot.

ARTICLE XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2003 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 lots covered by these covenants it is agreed to change said covenants in whole or in part.

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 situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any one of these covenants or any part thereof by

judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the Declarant, the Trustee and First Federal have caused this instrument to be executed in their corporate names by their President, or Vice-president attested by their Secretary or assistant secretary and their corporate seals to be hereto affixed, all by order of their Board of Directors duly given, as of the day and year first above written.

MYRICK CONSTRUCTION COMPANY OF RALEIGH, INC.

BY: Steve Myrick
Steve Myrick, President

ATTEST
CORPORATE SEAL
Judy M. Hicks, Secretary

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF RALEIGH

BY: W. L. McQueen
W. L. McQueen, President

ATTEST
1937
Elizabeth D. Johnston, Asst. Secretary

FIRST FINANCIAL SERVICE CORPORATION OF RALEIGH TRUSTEE

BY: Joyce B. Bulluck
Joyce B. Bulluck, Vice President

SEAL ATTEST
Elizabeth D. Johnston, Asst. Secretary

- PAGE SIX -

NORTH CAROLINA

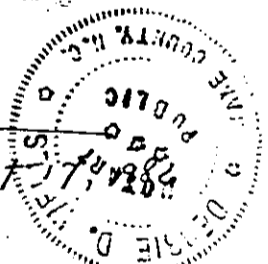
WAKE COUNTY

This 9th day of October, 1984, personally appeared before me Debbie D. Wells, a Notary Public in and for the County and State aforesaid, Steve Myrick, who being by me duly sworn, says that he is the President of Myrick Construction Company of Raleigh, Inc., that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given, and the said Steve Myrick acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 19th day of October, 1984.

Debbie D. Wells
Notary Public

My Commission expires: August 17, 1985

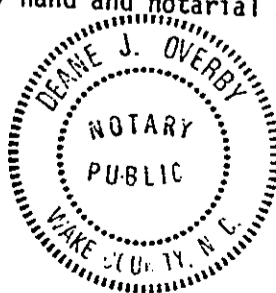


NORTH CAROLINA

WAKE COUNTY

This 19th day of October, 1984, personally came before me Deane J. Overby, a Notary Public in and for the said County and State, James B. Bulluck who, being by me duly sworn, says that she is the Vice President of First Financial Service Corporation of Raleigh and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by her in behalf of said Corporation, by its authority duly given and the said James B. Bulluck, acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 19th day of October, 1984.



Deane J. Overby
Notary Public

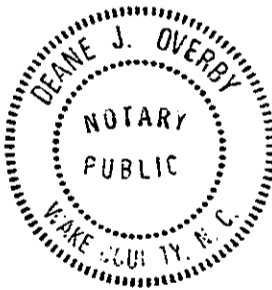
My Commission expires: My Commission Expires 2-5-85

NORTH CAROLINA

WAKE COUNTY

This 19th day of October, 1984, personally came before me, Deane J. Overby, a Notary Public in and for the said County and State, who, being by me duly sworn, says that he is the Robert J. Morgan, President of First Federal Savings and Loan Association of Raleigh, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given and the said Robert J. Morgan acknowledged the said writing to be the act and deed of the said corporation.

Witness my hand and notarial seal, this the 19th day of October, 1984.



Deane J. Overby
Notary Public
My Commission expires:

My Commission Expires 2-5-85

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Debbie D. Wells
Deane J. Overby
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 Amy W. [Signature]
Asst. / Deputy Register of Deeds