

Not: Sayth & Curley

NORTH CAROLINA

WAKE COUNTY

RECORDED

FILED

SEP 10 1985

BOOK 3560 PAGE 698

PROTECTIVE COVENANTS
TYLER RUN SUBDIVISION

THIS DECLARATION, MADE THIS 3rd day of September, 1985 by Tyler Run Company, a North Carolina general partnership hereinafter called Declarant;

W I T N E S S E T H: 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 and referred to 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 and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

"Tyler Run Subdivision" as shown on plat recorded in Book of Maps 1985, Page 1371 of the Wake County Registry

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.

ARTICLE II

The lots described in Article I hereof shall be known and described 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 three cars. However, the Declarant reserves the right to erect and place a temporary sales office on any lot still owned by it and to be used only as a sales office for a period not to exceed four years.

ARTICLE III

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All dwellings constructed on lots in this subdivision shall have an enclosed area of the main structure exclusive of one story open porches and garages, of at least 1,100 square feet for a one-story dwelling, at least 700 square feet for the first floor of a one and one-half story dwelling, and at least 1,400 square feet for a two-story dwelling, and at least 900 square feet of finished floor area on the top two levels for a split-level dwelling.

ARTICLE IV

No dwelling shall be erected on any lot nearer to the front lot line than 30 feet, nor nearer to the side line than 10 feet; provided however, that on corner lots the dwelling may face either street and may be located not nearer than 20 feet to one street if the same is at least 30 feet from the other street. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the dwelling provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot. Declarant desires the right to waive violations not in excess of ten (10%) percent of the setback requirements.

ARTICLE V

Declarant shall designate and appoint an Architectural Committee composed of three (3) 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, erection, 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 Tyler Run 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 structures and improvements and the general character of Village of Inverrary.

The further written approval of the Committee shall be required for any alterations of any approval 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 design and

external materials with other proposed or existing structures and improvements and general character of Village of Inverrary.

In the event Declarant or the appointed Committee fails to approve or disapprove such design or location within sixty (60) days after said plans and specifications have been submitted to it, or 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 VI

No lot described in Article I of these Protective Covenants may be re-subdivided. A dwelling may be placed on more than one lot providing that plans and specifications for the same have been approved by Declarant or the appointed Architectural Committee.

ARTICLE VII

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 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 VIII

No trailer (except recreational vehicles and boats which are parked behind the dwelling), tent, shack, or barn shall be erected or placed on any lot covered by these covenants unless approved by the Declarant or the appointed Architectural Committee.

ARTICLE IX

No animal, 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 X

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

ARTICLE XI

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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 XII

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

ARTICLE XIII

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

ARTICLE XIV

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 XV

The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company, the City of Wake Forest, or the County of Wake for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require initial payment and/or a continuing monthly payment to Carolina Power and Light Company or the County of Wake by the owner of each building.

ARTICLE XVI

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 or its successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Wake County, North Carolina. If the Declarant owns sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

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IN TESTIMONY WHEREOF, Tyler Run Company has caused this instrument to be executed the day and year first above written.

TYLER RUN COMPANY, a North
Carolina general partnership

By: Bennett M. Keasler, Jr.
Bennett M. Keasler, Jr.
General Partner

By: Brantley Poole
Brantley Poole
General Partner

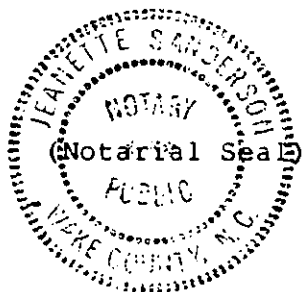
By: Louis E. Poole
Louis E. Poole
General Partner

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Jeanette Sanderson, a Notary Public within and for the County and State aforesaid, do hereby certify that Bennett M. Keasler, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 3rd day of September, 1985.



Jeanette Sanderson
Notary Public

My Commission Expires:

10-31-87

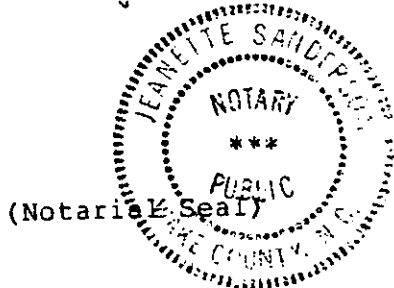
STATE OF NORTH CAROLINA

COUNTY OF WAKE

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I, Jeanette Sanderson, a Notary Public within and for the County and State aforesaid, do hereby certify that Brantley Poole ^{general partner} personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 3rd day of September, 1985.



Jeanette Sanderson
Notary Public

My Commission Expires:

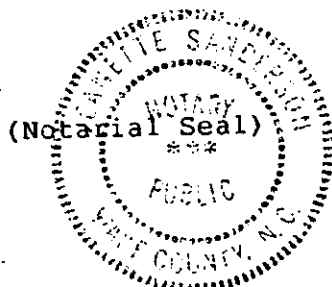
10-31-87

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Jeanette Sanderson, a Notary Public within and for the County and State aforesaid, do hereby certify that Louis E. Poole ^{general partner} personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 3rd day of September, 1985.



Jeanette Sanderson
Notary Public

My Commission Expires:

10-31-87

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate

of Jeanette Sanderson

Notary(y)(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 Kenneth C. Wilkins
Asst / Deputy Register of Deeds