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NORTH CAROLINA
WAKE COUNTY

000729

PRESENTED
FOR
REGISTRATION
DECLARATION OF PROTECTIVE
COVENANTS FOR
THE GABLES OF OAKHALL
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

THIS DECLARATION, made this 26th day of August, 1994, by Oakhall Limited Partnership, a North Carolina Limited Partnership with its principal office of Wake County, North Carolina, hereinafter called "Declarant";

W I T N E S S E T H: That

WHEREAS, Oakhall Limited Partnership and Squires Homes, Inc. are the owner of the real property described in Article I of this Declaration and Lot owner and Declarant are 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 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.

NOW, THEREFORE, Lot Owner and Declarant hereby declare 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 in the various articles of this Declaration.

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

BEING all of Lots 1 through 47 according to plat entitled "The Gables at Oakhall, Section 1, Township: Holly Springs, County: Wake, State: North Carolina", dated May, 1994, prepared by Kenneth Close, Inc., Registered Land Surveyor, and recorded in Book of Maps 1994, Page _____, Wake County Registry.

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

The Declarant, together with Lot Owner, if Lot Owner is the owner of such additional property, 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 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 tend to depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said 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 enure 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 improvement of lots; to secure and maintain property setbacks 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 and investments made by purchasers of lots therein.

ARTICLE III

No lot shall be used except for residential purposes. 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 stories in height (exclusive of basement and attic) and a private garage for not more than three cars, which garage may contain servants quarters.

ARTICLE IV

No building, mail box, outside lighting, newspaper box, screen planting, fence, or other improvements shall be erected, placed or altered on any lot in said development until the provisions of Article VII of the Declaration of The Gables of Oakhall Community Association have been satisfied.

ARTICLE V

No dwelling shall be erected on any lot nearer to the front lot line than 20 feet, nor nearer to the side lot line than 5 feet; an aggregate of 10 feet, provided, however, that on corner lots the dwelling may face either street and may be located not nearer than 15 feet to one street if the same is at least 20 feet from the other street as shown on the recorded map. For the purpose of this covenant, eaves shall not be considered a 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.

ARTICLE VI

All dwellings constructed on lots in this subdivision shall have an enclosed, finished, heated area of the main structure, exclusive of basements, attics, open porches, breezeways, and garages, of not less than 1100 square feet, nor more than 1800 square feet.

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 trade materials or inventories may be stored upon 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, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. Each lot owner shall provide receptacles for garbage in any area not visible from the front of the dwelling located on each lot.

ARTICLE IX

No mobile home or trailer, shall be erected or placed on any lot covered by these covenants. A storage shed or barn (or both) may be permitted on a lot after a plot plan showing the proposed location and the plans and specifications or a photograph have been approved in accordance with Article IV above. No metal shed or barn shall be permitted. Boats, travel trailers or other recreational vehicles may be parked behind the dwelling on any lot covered by these covenants by the owners of such lot upon approval of the Architectural Control Committee but such boats, trailers or other vehicles may not be used as a residence either permanently or temporarily.

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 purposes.

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend nearer to the front lot line than the rear of the main dwelling located on the lot, nor nearer a side street than the main dwelling except upon approval in accordance with Article IV above. All fences and walls shall be subject to approval in the same manner as provided for other improvements in Article IV above. No chain link fences of any kind shall be permitted upon any lot.

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 shall be permitted on the streets.

ARTICLE XIII

An easement is reserved as shown on the recorded map, and over the rear 5 feet of each lot and over a strip 5 feet in width along the sidelines of each lot for the installment of utilities and drainage facilities, provided, however, if any lot is recombined as permitted by these covenants, the sideline easements reserved hereby shall automatically shift to the new resulting lot line.

ARTICLE XIV

In the event that a dwelling is constructed nearer to an adjacent lot line or street than is permitted by these restrictive covenants, such violation may be waived by the execution and recording in the Wake County Registry of an instrument in writing signed by the Declarant. Upon the execution and recordation of such waiver or waivers, such violations shall not thereafter be deemed existing.

ARTICLE XV

Declarant and Lot owner reserve the right to subject said property to a contract with Carolina Power and 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 and Light Company by the owner of each lot.

ARTICLE XVI

Satellite dishes are permitted with approval from the Architectural Control Committee of placement and provided that all dishes are under two (2) feet in diameter.

ARTICLE XVII

Lawn ornaments are prohibited unless approved by the Architectural Control Committee.

ARTICLE XVIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of 10 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 XIX

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, Oakhall Limited Partnership has caused this instrument to be executed in its name, all by order of the Board of Directors duly given, as of the day and year first above written, has caused this instrument to be executed in its name, all by order of the Board of Directors duly given, as of the day and year first above written.

OAKHALL LIMITED PARTNERSHIP
BY; OAKHALL ASSOCIATES
(A N. C. General Partnership,
General Partner of Oakhall
Limited Partnership:

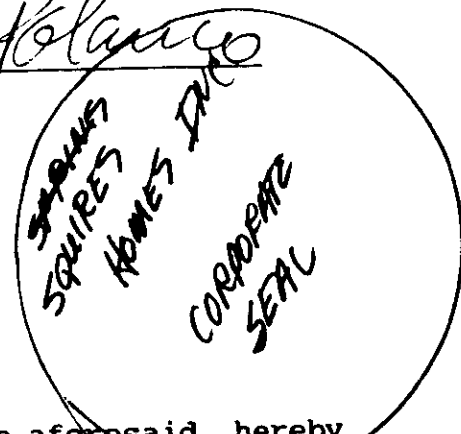
By: Glenn Futrell
Glenn Futrell - Partner

Squires Homes, Inc.;

By: Robert Polanco
President

Attest:

Rhonda Lea Low
Secretary

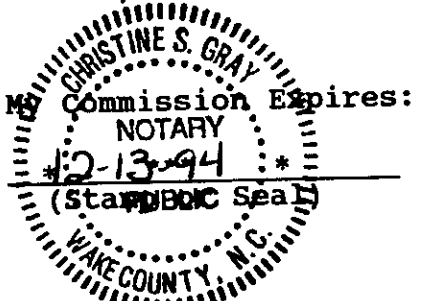


NORTH CAROLINA
WAKE COUNTY

I, a Notary Public for the County and State aforesaid, hereby certify that Glen Futrell, Partner of Oakhall Associates, a N. C. General Partnership, and General Partner of Oakhall Limited Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 26 day of August, 1994.

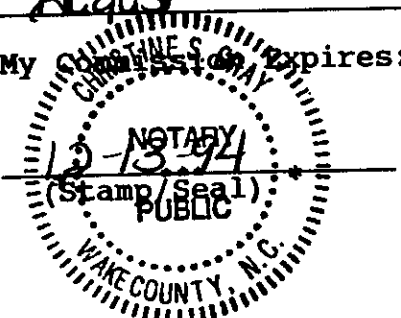
Christine S Gray
Notary Public



NORTH CAROLINA
WAKE COUNTY

I, a Notary Public for the County and State aforesaid, hereby certify that Rhonda Lea Low, Secretary of Squires Homes, Inc., personally appeared before me this day and acknowledged that he/she and Robert Polanco, the President of Squires Homes, Inc. executed the foregoing document with authority of the Board of Directors, this 26 day of August, 1994.

My Commission Expires: Christine S Gray
Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____
Christine S. Gray
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: Delaney C. Nelson
Asst./Deputy Register of Deeds