

Return to: H. Bruce Sauls and Miriam M. Sauls
2713 Foxhollow Drive
Raleigh, NC 27608
BK 4764 PG 0500

NORTH CAROLINA
COUNTY OF WAKE

000219
RESTRICTIVE COVENANTS

PRESENTED
FOR
REGISTRATION
90 AUG 24 PM 3:37
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

1. CREATION OF RESTRICTIVE COVENANTS BY PLAT:

H. BRUCE SAULS and MIRIAM M. SAULS (hereinafter
"Developers"), fee owners of the following described real
property located in the Township of Wake Forest, County of Wake,
State of North Carolina, same being the real property now duly
platted as Wood Duck Subdivision, such plat is now recorded in
Book 1990, Page 956, of the records in the office of the
Register of Deeds of the County of Wake, State of North Carolina,
hereby makes the following declarations as to limitations,
restrictions, and uses to which the lots or tracts constituting
such subdivision may be put, and hereby specifies that such
declarations shall constitute covenants to run with all the land,
as provided by law, and shall be binding on all parties and all
persons claiming under them, and for the benefit of and
limitations on all future owners in such subdivision, this
declaration of restrictions being designed for the purpose of
keeping the subdivision desirable, uniform, and suitable in
architectural design and use as specified herein.

2. PURPOSE OF RESTRICTIVE COVENANTS:

The purpose of these restrictions is to insure the use of
the property for attractive residential purposes only, to prevent
nuisances, to prevent the impairment of the attractiveness of the
property, and to maintain the desired tone of the community, and

thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

3. DURATION OF RESTRICTIONS:

All and each of the above restrictions, conditions, and covenants herein shall terminate and end and be of no further effect, whether legal or equitable, and shall not be enforceable on and after August 1, 2030.

4. GENERAL RESIDENCE RESTRICTION:

Lots in this subdivision shall be residential lots, and all buildings erected thereon shall be one-family dwellings, garages or outbuilding related to residential use. Any building must contain a minimum of One Thousand One Hundred (1,100) square feet.

5. PLANS AND SPECIFICATIONS - APPROVAL BEFORE CONSTRUCTION:

No dwelling house or other house or structure shall be erected on the conveyed property until the plans and specifications with the proposed site therefor have been submitted to and approved by Grantor or Developers or an Architectural Committee appointed by the Developers as to outward appearance and design, and a written permit issued therefor; provided, however, that if the approving authority fails to approve or disapprove such plans and specifications within 14 days after same have been submitted, or if no suit to enjoin the erection of such structures has been commenced prior to the

completion thereof, such approval shall not be required. Modular units are allowed but subject to the approval described above and must have a permanent foundation.

6. BUILDING LINE AND HEIGHT RESTRICTIONS:

Pursuant to a general plan for the protection and benefit of all the property in WOOD DUCK SUBDIVISION and of all persons who may now or hereafter become owners of any part of the subdivision, and as a part of the consideration for this conveyance, each lot herein described is subject to the following conditions and restrictions:

(a) No portion of any house, appurtenance, or outbuilding shall be less than 30 feet from the front line of any lot nor 10 feet from either side lot line. Corner lots should be subject to 30 foot setbacks from both lines. For purposes of this restriction, windows and other usual projections shall not be considered a portion of any house, appurtenance, or outbuilding.

(b) The minimum lot size shall be 30,000 square feet.

7. DRIVEWAY RESTRICTIONS:

All driveways installed to the property from its abutting roadway must use a pipe of sufficient size and length to insure proper drainage. The pipe must be at least 15 inches in diameter.

8. PRIVATE STREET DEDICATION - WOOD DUCK LANE:

Wood Duck Lane shall be a private street dedicated to the use of the owners of all of the lots in the subdivision. The cost of any repairs and maintenance shall be assessed equally to

all the lots abutting the private streets. The Private Road Maintenance Agreement recorded in the Wake County Registry is incorporated herein by reference and may be enforced as a restrictive covenant.

9. **RESTRICTION AGAINST KEEPING LIVESTOCK:**

No horse, cow, swine, goat, or similar animal shall be kept or maintained on the property conveyed by the within Deed or any portion hereof, nor shall any chicken yard or similar facility be maintained thereon.

10. **RESTRICTION AGAINST USE OF PROPERTY AS DUMPING GROUND:**

Neither grantee nor any person or persons claiming under him shall use the property conveyed by the within Deed or any portion thereof as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk cars shall be allowed to remain on the property or street and grantee or persons claiming through them may be assessed the costs of removal, including court costs and attorney fees.

11. **ENFORCEMENT OF RESTRICTIONS:**

It is expressly understood and agreed, that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for grantor, his heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through grantor, to institute and

BK 4764 PG 0504

prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same. In the event of such proceeding, the prevailing party shall be entitled to recover court costs and reasonable attorney fees.

12. RESERVATION BY GRANTOR OF RIGHT TO MODIFY OR CANCEL RESTRICTIONS:

The Developers or his Architectural Committee reserves the right to change or waive any or all of these restrictions, if in his judgment the development or lack of development of adjacent property makes that change necessary or advisable.

This 17th day of August 1990.

H. Bruce Sauls
H. BRUCE SAULS

Miriam M. Sauls
MIRIAM M. SAULS

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that MIRIAM M. SAULS & H. BRUCE SAULS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17th day of August, 1990.



Julie Wright
Notary Public

My Commission expires: 4/2/91

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Julie Wright

Notar(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

Filed: David Shearon

9K6085PG0522

NORTH CAROLINA
WAKE COUNTY 000036

PRESENTED
FOR
REGISTRATION
AMENDMENT TO
RESTRICTIVE COVENANTS
94 APR 14 AM 8:55
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

THIS AMENDMENT TO RESTRICTIVE COVENANTS made this 2nd day
of March, 1994, by H. Bruce Sauls and Miriam M. Sauls
as "Developers" and the others as the lot owners in the subdivision
known as "Wood Duck";

WITNESSETH:

WHEREAS, Developers caused to be recorded in Wake County in
Book 4764, Page 500 Restrictive Covenants for Wood Duck Subdivision
recorded in Book of Maps 1990, Page 956, Wake County Registry;

WHEREAS, the Developers and the undersigned being all of the
owners of lots subject to said restrictive covenants desire to
modify and amend said restrictive covenants;

NOW, THEREFORE, the undersigned agree:

1. To delete from paragraph 5 the last sentence as follows:
Modular units are allowed but subject to the approval described
above and must have a permanent foundation.
2. Add a new sentence at the end of paragraph 5 as follows:
All units located on any lot must be stick-built on site on a
permanent foundation.

Except as herein modified, the covenants recorded in Book
4764, Page 500, Wake County Registry shall remain in full force and
effect.

BK6085PG0523

Nothing contained in this amendment shall prohibit or prevent the reconstruction of any structure in the same type or style of construction as exists at the time of this amendment.

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

H. Bruce Sauls (SEAL)
H. Bruce Sauls

Miriam M. Sauls (SEAL)
Miriam M. Sauls

James A. Phillips (SEAL)

James L. Wilson (SEAL)

John E. Wilson (SEAL)

Charles E. Perry (SEAL)

James A. Phillips Jr. (SEAL)

_____ (SEAL)

_____ (SEAL)

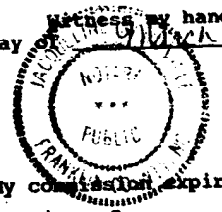
_____ (SEAL)

BK6085PG0524

STATE OF NORTH CAROLINA - COUNTY OF WAKE.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that H. Bruce Sauls and wife, Miriam M. Sauls personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 2nd day of March, 1944.



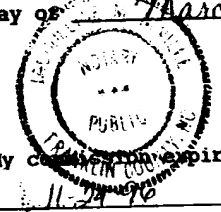
Jacqueline M. Newice
Notary Public

My commission expires:
11-24-96

STATE OF NORTH CAROLINA - COUNTY OF WAKE.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Dorothy L. Wilson personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 2nd day of March, 1944.



Jacqueline M. Newice
Notary Public

My commission expires:
11-24-96

BK6085PG0525

STATE OF NORTH CAROLINA - COUNTY OF WAKE.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that John C. Walker personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 2nd day of March, 1994.

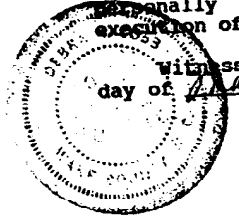


Jacqueline M. Neville
Notary Public

STATE OF NORTH CAROLINA - COUNTY OF WAKE.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that James A. Phillips personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 2nd day of March, 1994.



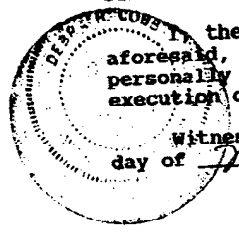
Debra H. Cobb
Notary Public

My commission expires:
3-27-96

STATE OF NORTH CAROLINA - COUNTY OF WAKE.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Charles E. Perry personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 4th day of March, 1994.



Debra H. Cobb
Notary Public

My commission expires:
3-27-96

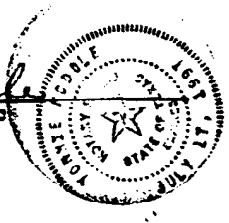
BK6085PG0526

STATE OF TEXAS - COUNTY OF MIDLAND

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Jamie A. Feltner Jr personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 22nd day of March, 1994.

Lammie McCarley
Notary Public



My commission expires:

7-17-97

STATE OF TEXAS - COUNTY OF MIDLAND

NORTH CAROLINA - WAKE COUNTY
The foregoing certificate of Jacqueline M. Neville
Debra H. Cobb Notary Public is
McCarley

(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.

Debra H. Cobb
Kenneth C. Wilcox, Register of Deeds
Joint Deputy Register of Deeds

My commission expires:

STATE OF TEXAS - COUNTY OF MIDLAND

I, the undersigned, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the _____ day of _____, 19____.

Notary Public

My commission expires:
