

WAKE COUNTY, NC 62
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/06/2022 14:39:08

BOOK:019215 PAGE:01498 - 01501

Prepared By/Return to: Stephen D. Lowry, 8358-104 Six Forks Road, Raleigh, NC 27615 (BOX 115)

PROTECTIVE COVENANTS OF LOTS 3, 4, 5, & 6, WEATHERSPOON ESTATES
A RESIDENTIAL SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS made this the ____ day of November, 2022 by **MARQUIS HOMES & COMPANY**, Owner.

WITNESSETH

WHEREAS, **MARQUIS HOMES & COMPANY** ("**Declarant/Developer**") is the owner of the real property described below and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth,

Being all of Lots 3, 4, 5, and 6, Weatherspoon Estates Subdivision (the "**Subdivision**") thereof surveyed by Sullivan Surveying dated and recorded in Wake County Registry in Book of Maps 2022 Pages 2222 and 2223 (the "**Plat**").

NOW, THEREFORE, MARQUIS HOMES & COMPANY does hereby declare that the above described real property located in Wake County, North Carolina is and shall be held, transferred, sold and conveyed subject to these Protective Covenants:

1. All lots shall be used for residential purposes as defined by the Wake County zoning code with single family dwellings, however, the developer reserves the right to use any lot or portion thereof as a well lot or access lot.

2. Prior to construction, the complete set of plans and specifications for any dwelling, building, fencing, mailbox, driveway location and material, garage, parking area, landscaping, and/or any other structure or improvement to be placed on any lot which plans and specifications will include design, color, materials and location on lot, shall be given to Declarant for approval. All driveway pipe and entrance construction shall be to NCDOT public road standards. The first 30' of each driveway, as measured from the front property line, shall be contained within the private joint driveway easement as shown on the Plat. Each owner's driveway shall be on that lot owners lot. The driveway edge shall be no closer than one foot to the common property line between the adjoining lots and shall measure approximately 11' within the first 30 feet of the property. Notwithstanding the forgoing, the portion of each driveway in the NCDOT right of way shall be

contiguous with each other and the one foot separation shall not apply so that there is one common entrance onto Penny Road. The common maintenance of any portion on the driveway located within the NCDOT ROW along Penny Road Will be shared equally between the owners of each lot sharing the driveway easement.

3. Animals shall be penned and shall not be allowed to roam. There shall be no commercial raising of fowl or animals. No kennels are allowed. No chain link fences shall be allowed. No animals of a known aggressive species shall be allowed. The Owner of any pet shall immediately remove excrement deposited by said pet on other lots in the Subdivision.

4. No junkyard and/or junked vehicles or machinery shall be allowed to remain on any lot. No boats, campers, or motor homes shall be visible from Penny Road or from the neighboring lots within the Subdivision.

5. Each owner shall maintain all buildings on his lot in a neat and pleasing manner and shall keep the area around the dwelling and within the DOT Right of Way in front of their lot free and clear of all tall grass, unsightly undergrowth, dead trees and bushes, trash and rubbish.

6. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining property owners in the Subdivision.

7. No mobile homes of any type may be placed on any lot for whatever purposes, and no incomplete structures, trailers, tents or campers shall be used as a residence on these lots.

8. All garbage shall be stored in receptacles, which are picked up and disposed of weekly. Receptacles shall be placed out of sight of the adjoining owners and shall be screened. All propane, oil and other storage tanks shall be located underground.

9. Five (5) feet of space of each lot adjoining the sidelines and ten (10) feet of space adjoining the rear lines of all lots shall be reserved for utility easements.

10. All utility lines extending from the public road to a dwelling site shall be routed underground.

11. During construction of the dwelling or during construction of any other approved structures, any damage to driveway or adjoining lots caused by the owner or his sub-contractors shall be the responsibility of the lot owner.

12. **Revocation and Amendment.** For so long as the Declarant, its successors and/or assigns shall own any of the lots, Declarant, its successors and/or assigns, shall have the right to revoke and/or amend any of the terms and provisions of the Declaration, so long as such revocation and/or amendment is not in violation of the ordinances of the County of Wake, North Carolina. Any such amendment or revocation shall be effective when duly recorded in the Office of the Register of Deeds of Wake County, North Carolina. Thereafter, the Declaration shall not be revoked nor shall any of the terms and provisions thereof be amended unless approved in writing by at least sixty-six and two-thirds percent (66-2/3%) of the Weatherspoon Estates lot owners in person or by proxy on such matter at a meeting called for such purpose, written notice of which shall be given to all

Weatherspoon Estates lot owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. Each lot owner shall be granted one (1) vote for each lot owned, except that Declarant shall have six (6) votes for each lot owned. Any such amendment and/or revocation must not be in violation of the ordinances of the County of Wake, North Carolina. Any such amendment or revocation shall be effective when duly recorded in the Office of the Register of deeds of Wake County, North Carolina.

13. **Assignment by Declarant.** The Declarant shall have the right to assign its rights under the Declaration, in whole or in part, to any person or entity by an express transfer of such rights, including but not limited to, the right to transfer Declarant's architectural control powers herein to an Architectural Review Committee.

14. No lot shall be re-subdivided except with the written consent of the Declarant.

15. No dwelling shall set nearer to the front lot line of said lot than eighty feet (80 feet) unless prior written approval is obtained from the Declarant.

THESE COVENANTS AND RESTRICTIONS are to run with the land and shall be binding on all parties and all persons subject to them for a period of twenty (20) years from the date the covenants are recorded after which said covenants shall automatically be extended for successive periods of ten (10) years, unless and instrument in writing signed by a majority of the then owners of the lots has been recorded, and said instrument agreeing to change said covenants in whole and in part notwithstanding.

Marquis Homes & Company

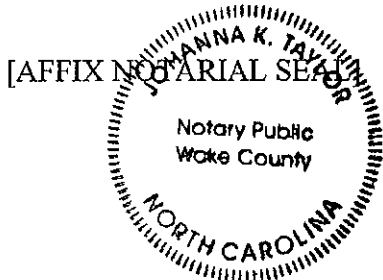
By: Thomas C. Hankins
Thomas C. Hankins, President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument: **Thomas C. Hankins, as President of Marquis Homes & Company**

WITNESS my hand and official stamp or seal, this the 29 day of November, 2022.



Johanna K. Taylor
Notary Public
My Commission expires: 12/01/2025



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Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

**Tammy L. Brunner
Register of Deeds**

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 4 # of Pages BW