

Addendum #4

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Prepared by: Paul T. Hofer  
Hold for: Miller & Shedor (90)

STATE OF NORTH CAROLINA  
WAKE COUNTY

DECLARATION OF COVENANTS FOR  
NOWELL RIDGE

THIS DECLARATION, made and into this 26 day of October, 2000, by Corban Properties, LLC hereafter referred to as DECLARANT.

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in ARTICLE 1 of this Declaration and is desirous of subjecting said real property to the Covenants, Conditions, and Restrictions herein 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, the Declarant hereby declares that the real property described in and referred to in ARTICLE 1 hereof is and shall be held, transferred, sold, and conveyed subject to the Covenants, Conditions, and Restrictions set forth below:

Wake County, NC 324  
Laura M Riddick, Register Of Deeds  
Presented & Recorded 10/26/2000 13:31:18

ARTICLE 1

Book : 008717 Page : 00105 - 00111

The real property which is, and shall be held, transferred, sold, and conveyed subject to these Covenants, Conditions, and Restrictions set forth in Articles of this Declaration is located in County of Wake, State of North Carolina, and is more particularly described as follows:

Being all of Lots 1 through 27 Nowell Ridge Subdivision as shown on the map recorded in Book of Maps 2000, Page 1722, Wake County Registry.

The real property described in ARTICLE 1 hereof is subjected to the Covenants, Conditions, and Restrictions hereby declared to insure the best 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 of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to prevent haphazard and inharmonious improvements on lots; and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE , BUILDING TYPE AND CONSTRUCTION. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a recreational area for the individual lot owners as a group. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height. Attached garages for up to two but not less than one car shall be required for Lots 1-13. Garages, for two cars, are required on Lots 14 through 27. In all cases, garages must be attached.

All dwellings, improvements, and walls shall be constructed of material of good grade, quality and appearance; and all construction shall be performed in a good and workmanlike manner. Further, no concrete blocks used in any such construction shall be left exposed above finished ground elevation. All driveways must be concrete surfaces.

No building, swimming pool, or any other structure, or satellite dish over 18" in diameter, shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot

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showing the location of such improvements, paint and brick color have been approved in writing as to conformity and harmony of external design with existing improvements with respect to topography and finished grade elevation by Declarant or its assigns, including and architectural committee, if one is appointed by the Declarant. In the event said Declarant 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 improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this will be deemed to have been fully complied with.

Mailboxes for lots 1-13 shall be identical as approved by the Declarant or its assigns.

No vinyl or aluminum siding shall be allowed on lots 14-27.

ARTICLE III

DWELLING SIZE. No residential structure which has a heated area of less than 1450 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted on Lots 1 through 13. No residential structure which has a heated area of less than 1700 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed on Lots 14 through 27.

ARTICLE IV

BUILDING LOCATION. The building location and setbacks shall be the same as allowed by the City of Raleigh.

ARTICLE V

EASEMENTS. Easements for the installation and maintenance of entrance landscaping, utilities and drainage are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of utilities of drainage facilities, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of any lot shall be maintained continuously by the owner of the lot, except for those improvements for which the homeowners association, a public authority, or utility company is responsible.

ARTICLE VI

NUISANCES/TRASH. 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 or regularly parked on the premises. No business activity or trade which will increase the traffic in the subdivision, which shall include but not be limited to, the use of any residence as a doctor's office or professional office, a fraternity house, a boarding house, an antique shop or gift shop, shall be carried on or upon any lot. Motor vehicles operated upon the property shall be muffled so as not to interrupt the peace and tranquility of the neighboring residences.

There shall be no burning of trash in the subdivision. All garbage and other refuse must be kept in stable, sanitary containers. Such receptacles shall be maintained and closed so as to be inaccessible to vermin, dogs, and other animals. Such garbage must be picked up and disposed of at least once a week. Storage facilities for garbage, trash and other refuse shall be stored out of sight of streets in the subdivision, either by placing such receptacles in the rear of the residences or by providing a screen for them.

ARTICLE VII

TEMPORARY STRUCTURES. No trailer, tent, shack, barn, or other outbuilding shall be erected or placed on any lot covered by these covenants, unless approved by the Declarant. No mobile homes or modular

*Handwritten initials/signature*

homes of any type shall be allowed in the subdivision for any reason, except for no more than one (1) construction or sales trailer if deemed necessary by the Declarant. No incomplete structure shall be used as a residence.

ARTICLE VIII

COMPLETION OF STRUCTURES. The exterior of all houses and other structures must be completed within one(1) year after the construction of same shall have commenced, except where the completion is impossible or would result in great hardship on the owner or builder due to strike, fire, national emergency, or natural calamities.

ARTICLE IX

FENCES AND WALLS. No wall, hedge, mass planting or fence shall be constructed or planted as to be or become more than six feet in height. No wire, chain link, or mess fencing shall be allowed. No fencing shall be allowed in front of any house. All fencing must be approved by the Declarant or his assigns.

ARTICLE X

SIGNS. No commercial sign shall be erected, placed, displayed to the public view, or be permitted to remain on any lot other than one sign no larger than two feet by three feet and advertising the property for sale or rent.

ARTICLE XI

FIREARMS. Hunting and the discharge of firearms is prohibited on the properties.

ARTICLE XII

SATELLITE DISHES. No satellite dishes shall be erected on any lot nor on any building on any lot, other than dishes 18 inches or less in diameter, and shall be located at the side or rear of the buildings. No radio towers of any kind may be constructed or placed on any lot.

ARTICLE XIII

APPEARANCE AND LOT MAINTENANCE. Each lot owner shall keep his property well maintained with a neat appearance and in conformity with these restrictions. In the event an owner does not properly maintain his lot as set forth in this paragraph, then the homeowners association shall have the right to do whatever work is required to give the lot a pleasing appearance and to assess the lot owner.

Each lot owner shall prevent the development of any unclean, unsightly, unhealthy, or unkempt conditions of buildings or grounds which shall tend to decrease the beauty or usability of the lot or adjoining lots. Each owner shall keep the lot clean and free of garbage, abandoned property, trash debris, undergrowth, or any other material or condition that might contribute to a health hazard or the breeding and inhabitation of snakes, rats, insects, other pests and vermin.

ARTICLE XIV

FUEL TANKS. Any fuel tanks or any other similar storage receptacles shall be buried and concealed from view.

ARTICLE XV

ANIMALS. No animal of any kind, other than house pets, shall be kept or maintained on any part of said property. Dogs, cats and house pets may be kept and maintained only if pets are:

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- (1) not kept for business or commercial purposes,
- (2) are kept within the boundaries of the lot of the pet's owners and are not allowed to run free and unrestricted upon other lots and streets of the subdivision,
- (3) are kept under supervision and control so as to not cause or create any disturbance or to persons within the subdivision.

Pens, housing or other premises used by animals shall be cleaned on a regular basis.

ARTICLE XVI

**PARKING.** Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the street in the development. Owners of lots shall not be permitted to park boats, trailers, campers, motor homes and all similar property in the subdivision unless it is shielded from view from the street or from any other surrounding or adjoining lot.

ARTICLE XVII

**UTILITIES.** Unless waived by the Declarant, all telephone, electric, and other utilities lines and connections between the main utility lines and the residence of other buildings located on each lot shall be concealed and located underground so as not to be visible, except in the event of loss of service by a utility company, temporary overhead or over ground lines and connections may be installed.

Declarant reserves the right to subject the real property herein above described to a contract with Carolina Power and Light 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 continuing monthly payment to Carolina Power and Light by the owner of each lot. Carolina Power and Light may bill each lot owner separately, but in any event each lot owner shall pay his pro-rata share of the total electric for street lighting until such time as Carolina Power and Light bills each owner separately.

ARTICLE XVIII

**TERM.** 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 all of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XIX

**ENFORCEMENT.** Enforcement shall be proceedings at law or in equity against any person or persons violation or attempting to violate any covenant either restrain violation or to recover damages.

ARTICLE XX

**SEVERABILITY.** Invalidation of any one of these covenants or any part thereof by judgement or court in no way affects any 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 of such covenants or covenants in the future.

*Handwritten initials/signature*

IN WITNESS WHEREOF, Corban Properties, LLC has caused this instrument to be signed by its duly authorized members, this day first written above.

Corban Properties, LLC

BY: *Paul T. Hofer*  
Managing Member

ATTEST:

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STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, Peter R. Shedor, a Notary Public of the foregoing county and state, hereby certify that Paul T. Hofer, manager of **CORBAN PROPERTIES, L.L.C.**, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal.

This is the 26<sup>th</sup> day of October, 2000.

*Peter R. Shedor*

Notary Public  
My Commission Expires: 3/21/2001

