

Wake County, NC 355
Laura M Riddick, Register Of Deeds
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Prepared by Raquel J. Khorram

Return to James R. Rogers III - Box 165

WAKE COUNTY

STATE OF NORTH CAROLINA

DECLARATION OF PROTECTIVE COVENANTS
FOR TILDEN PARK

THIS DECLARATION OF PROTECTIVE COVENANTS is made this 5th day of February, 2001, by Envirometrics Inc., T/A Life Style Builders & Developers a North Carolina Corporation (hereinafter referred to as "Declarant").

Whereas, Declarant is the owner of the real property described in Article I of this declaration and desires to subject this real property to the protective covenants contained herein, each and all of which are for the benefit of such property and each owners thereof, and shall inure to the benefit of and run with said property, and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

Now, therefore, 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 1

The real property which shall be held, transferred, sold, and conveyed subject to the protective covenants set forth in this declaration, is located in Wake County, North Carolina, and is more particularly described as follows: BEING all of Lots 1-8, Tilden Park as shown on a plat recorded in Book of Maps 2000, Page 2149, Wake County Registry.

The real property described in Article I hereof is subject to the protective covenants hereby declared to insure that the best use and the most appropriate development and improvements of each lot thereof, to protect the owners of said 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 thereon of poorly designed or proportioned structures, to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots, to prevent haphazard and inharmonious improvements of lots, to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and to provide adequately for the quality of

improvements on said property as to enhance the value of investments made by purchasers of lots therein.

ARTICLE II

Guidelines: In order to implement the provisions of this these covenants and until such time that the Homeowners Association is formed and has taken responsibility for the subdivision, and all lots are sold, the Declarant reserves the right to establish and amend from time to time objective standards and guidelines, including but not limited to, Architectural Standards and Specifications, Uniform Sign Regulations, Uniform Mailbox Regulations, Landscape Guidelines, and which shall be binding on all Owners within the Properties, provided that said amendments do not substantially change the covenants as written herein unless said substantial change is approved by the owners of 6 of the lots as shown on said recorded map.

ARTICLE III

LAND USE AND BUILDING TYPE AND SIZE: All lots shall be used for detached single family residential purposes exclusively. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height, having interior heated floor space, exclusive of basement and attic space, of no less than 2,000 square feet. The computation of square footage shall be made exclusive of porches, breezeways, steps, carports, and garages. In addition to the square footage requirement, at least one side of the home must be Brick and /or stone; the remaining may be in siding.

ARTICLE IV

SITE AND PLAN APPROVAL: Prior to construction and clearing of the lot, the complete set of plans and specifications for any dwelling, building and driveway to be placed on any lot (plans and specifications will include design, materials, color, location on the lot, tree removal plan, and landscaping plan) shall be given to the Architectural Committee described in Article V below for approval. In the event the Architectural Committee fails to respond to such plans and specifications thirty (30) days after said plans and specifications have been submitted, approval will not be required and this covenant will be deemed to have been fully complied with.

No building shall be constructed or located on any lot otherwise than in compliance with the applicable rules, regulations, laws, ordinances and zoning setback requirements of Wake County, or any other governmental unit or agency exercising authority over said lots, including any setbacks shown on recorded plats of Tilden Park Subdivision. Setbacks are as follows Front = 30 feet Side = 10 feet and Rear = 30 feet.

The Architectural Committee shall have the power to grant, and may allow variances of, and adjustments of, the restrictions established herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the restrictions contained herein.

ARTICLE V

TEMPORARY STRUCTURES: No trailer, tent, shack, barn or other outbuilding, except a private garage, shall be erected or placed on any lot covered by these covenants.

ARTICLE VI

ACCESSORY BUILDING APPROVAL: No accessory buildings of any nature whatsoever, including but not limited to, detached garages, storage buildings, dog houses and greenhouses, pool houses, guest houses, shall be erected, placed, or altered on any premise in said development until the building plans, specifications, materials, color, and plot showing the location of every such building has been approved by Life Style Builders & Developers, in writing, as to conformity and harmony of external design with existing structures in the development. As to the location of the building with respect to the topography and finished ground elevation, without prior written approval of the Architectural Committee, which shall be a principal of Life Style Builders & Developers, which is the Declarant, designated and appointed by Declarant or the Homeowners Association after the Homeowners Association has taken responsibility for the subdivision, and all lots are sold, and plans for construction are approved in accordance with Article III, as the case may be. Said committee will have sole discretion relating to the location and type of accessory building which shall be permitted on any lot.

ARTICLE VII

BUSINESS, CUSTOMARY HOME OCCUPATIONS, MANUFACTURING, COMMERCIAL USES PROHIBITED, NUISANCES PROHIBITED: No part of the said property shall be used for business manufacturing, or commercial purposes. No signs or billboards shall be erected or maintained 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 rooming house, a boarding house, and antique or gift shop shall be carried out upon any lot. No trade materials or inventories may be stored or regularly parked on the premises except during the construction stage, provided, however the owners of a lot shall make all reasonable efforts to kept construction materials in a neat and orderly manner.

ARTICLE VIII

FENCES: No fence, with the exception of an electric underground pet control fence, wall, hedge, or mass planting shall be permitted, except upon approval by the Declarant or Home Owners Association Board as to location, style, design and materials. Application for such approval for the fence shall be made in the same manner as a site plan approval described in Article III

ARTICLE IX

ANIMALS: No animals, other than domestic household pets shall be kept or maintained on any part of said property. Approved animals shall not be allowed to roam. There shall be no commercial raising of animals.

ARTICLE X

APPEARANCE: Each lot owner shall keep their lot free of tall grass, undergrowth, dead trees, trash and rubbish. Each lot shall be maintained so as to present a neat appearance. In the event an owner does not properly maintain his site as provided in these covenants, in the opinion of the Declarant may have the required work done and the costs thus incurred shall be paid by the Owner of said lot.

ARTICLE XI

VEHICLES: No junked or disabled automobiles shall be allowed to remain on any lot. No boats, campers, trailers or motor homes shall be allowed to be kept in the development unless the same are kept in a storage area allowed and approved by the Declarant or successor in interest to the Declarant or the Tilden Park Homeowners Association or screened from view in a garage allowed and approved by Declarant or its successor in interest or by the Tilden Park Homeowners Association. At no time may travel trailers or RV's shall be allowed to be kept in the development or be used as a residence wither permanently or temporarily.

ARTICLE XII

NUISANCES: No noxious or offensive trade or activity shall be carried out upon any lot, nor shall anything be done to become an annoyance or nuisance to the property owners in the subdivision.

ARTICLE XIII

ANTENNAS, SATELLITE DISHES: No outside television or radio antennas shall be erected, installed or maintained on any lot, or any structure thereon, except outside television antennas less than four feet in diameter and satellite dishes less than twenty four (24") inches in diameter shall be allowed.

ARTICLE XIV

CLOTHESLINES: No clotheslines shall be erected or maintained on any lot.

ARTICLE XV

UTILITIES EASEMENTS: Perpetual Easements for installation and maintenance of utilities and drainage facilities may be reserved over the front, rear and side 10 feet of each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The easement provided for herein may be moved to conform to the relation of lot

lines provided such movement does not interfere with the existing easement rights belonging to the Owners of other lots.

ARTICLE XVI

UNDERGROUND UTILITIES AND STREET LIGHTING: Declarant reserves the right to subject the real property in this subdivision to contracts with Progress Energy electric service, Wake County or the City of Raleigh or any other utility service which may become available to the subdivision. If Declarant chooses to contract the installation of street lighting and the lighting of the subdivision entrance, a continuing monthly payment may be required for the operation and maintenance of said lighting. The owner of each lot will be required to pay his pro rata share of the continuing monthly payment to Progress Energy, Wake County or the City of Raleigh, as the case may be.

ARTICLE XVII

WATER AND GAS: The Public Service Company of North Carolina is contracted for gas services. Each lot owner is required to utilize gas for at least hot water heating.

DRIVEWAY: All driveways must be concrete.

AMENDMENT: These covenants may be amended by the Declarant or by a two-thirds majority vote of the property owners at the time of vote after the Homeowners Association has been formed and taken responsibility for the subdivision, and all lots are sold.

ARTICLE XVIII

TILDEN PARK HOMEOWNERS ASSOCIATION: At such time as all of the lots in Tilden Park have been sold by Declarant the Tilden Park Homeowners Association (TPHOA) is formed by the lot owners, will be responsible for the maintenance of the entrance to the subdivision, or any common areas. TPHOA will determine the amount of levy association fees.

The purpose of these protective covenants is to insure the use of Tilden Park Subdivision for attractive residential purposes only; to protect the owners of the building sites against such improper use of surrounding building lots as will depreciate the value of the property of each; to preserve the natural beauty of said property; to prevent nuisances; to prevent the impairment of the attractiveness of the property; and to maintain the desired tone of Tilden Park Subdivision, and thereby to secure to each property owner the full benefit and enjoyment of his home with no greater restriction on the free and undisturbed use of his property than is necessary to insure the same advantages to the other property owners.

ARTICLE XIX

TERM: The covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date the covenants are recorded, after which time these covenants are extended for a successive period of ten (10) years unless an

instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XX

ENFORCEMENT: Enforcement shall be by proceeding law or in equity against any person or persons violating any covenant either to restrain violation or to recover damages.

ARTICLE XXI

SEVERABILITY: Invalidation of any one of these covenants or any part thereof by judgment or court order in no way affects any of the provisions which shall remain in full force and effect, and the failure of any person to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any covenant of covenants in the future.

This the 5th day of February, 2002.

Envirometrics Inc. T/A
Life Style Builders & Developers,


By: Raquel J. Khorram
Vice-President

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public for the aforesaid County and state, certify that Raquel J. Khorram, Vice President of Envirometrics Inc., T/A Life Style Builders & Developers, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 5th day of February, 2002.


Notary Public

My Commission Expires: 8-2-2002



Laura M Riddick
Register of Deeds
Wake County, NC



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**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina - Wake County

The foregoing certificate ___ of _____

_____ *James A. Rogers III* _____

_____ Notary(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.

Laura M. Riddick, Register of Deeds

By: _____

Sandra L. Collier
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

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