

000051

PREPARED BY AND HOLD FOR: THOMAS W. STEED, III
MOORE & VAN ALLEN
P.O. Box 26507
Raleigh, NC 27611

PRESENTED
FOR
RECORD
08 SEP 22 AM 11:06
RECORDS
WAKE COUNTY

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HARRISON PLACE SUBDIVISION

THIS DECLARATION made this 21 day of September,
1988 by SAS Institute, Inc. d/b/a Reedy Creek Properties, whose
address is Post Office Box 729, Cary, North Carolina 27511
(hereinafter referred to as "Declarant").

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real
property described in Article I of this Declaration and desires
to subject said real property to the Protective Covenants
hereinafter set forth, each and all of which is and are for 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 I hereof is and
shall be held, transferred, sold, and conveyed subject to the
Protective Covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred,
sold and conveyed subject to the Protective Covenants set forth
in Articles of this Declaration is located in the Town of Cary,
County of Wake, State of North Carolina, and is more
particularly described on Exhibit A attached hereto and
incorporated herein by reference.

No real property other than that described above shall be
deemed subject to the Declaration until specifically made
subject hereto. The Declarant may, from time to time, subject
additional real property to the protective covenants and
restrictions herein set forth by appropriate reference hereto.

The real property described in Article I hereof is subjected to the Protective Covenants and Restrictions hereby declared to 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 thereof of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; 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 in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the following:

(a) The purchasing of any lot without building or making improvements therein;

(b) the use of any lot as the well site for a community water system; or

(c) the use of any lot in providing a recreational area for the individual lot owners and others 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 (2½) stories in height and a private garage for not more than three (3) cars.

ARTICLE III

Site and Plan Approval

Section 3.1 Appointment. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Architectural Committee") composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Subdivision. The Architectural Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Subdivision consistent with this declaration.

Section 3.2 Successors. In the event of the death, resignation or removal by Declarant of any member of the Architectural Committee, the Board of Directors of Harrison Place Owners Association (the "Association") shall appoint a successor member. Upon the termination of Declarant's Class B membership in the Association, the term of office of all members of the Architectural Committee appointed by Declarant shall cease, and all members shall thereafter be appointed by the Board of Directors of the Association. No member of the Architectural Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this declaration.

Section 3.3 Authority. No landscaping shall be undertaken and no building, fence, wall, swimming pool or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Architectural Committee as to:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the subdivision, provided, however, approval by the Architectural Committee shall not be required to paint a building the same or similar color as the original paint; and

(c) the other standards set forth within this declaration (and any amendments hereto) or matters in which the Architectural Committee has been vested with the authority to render a final interpretation and decision.

The Architectural Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Architectural Committee, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the subdivision. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Architectural Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 3.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by personal delivery or by certified mail to the Architectural Committee. The plans and specifications shall show the nature, kind, shape, height, materials and locations of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this declaration. The Architectural Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Architectural Committee, one complete set of plans and specifications will be retained by the Architectural Committee and the other complete set of plans

shall be marked "Approved," signed by a majority of the Architectural Committee and returned to the lot owner or his designated representative. If disapproved by the Architectural Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a majority of the Architectural Committee. Any modification of the approved set of plans and specifications must again be submitted to the Architectural Committee for its approval. The Architectural Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Architectural Committee give verbal approval of any plans. If the Architectural Committee fails to approve or disapprove within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Architectural Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Architectural Committee received the plans. The Architectural Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 3.5 Standards. The Architectural Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Architectural Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Subdivision. The Architectural Committee shall also have the authority to require minimum roof slopes, to specify that chimney flues be covered with brick or masonry or wood, to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of wood framed windows, and generally to require that any plans meet the standards of the existing improvements on neighboring lots. The Architectural Committee may from time to time publish and promulgate bulletins regarding architectural

standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 3.6 Liability of Architectural Committee. The members of the Architectural Committee shall have no liability for decisions made by the Architectural Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Architectural Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Architectural Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, Municipal codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

ARTICLE IV

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 30 feet, provided however, that on a corner lot a dwelling may be located not nearer than 25 feet to one street if the same is at least 30 feet from the other street. No building shall be located nearer than 15 feet to an interior lot line except that a 10 foot side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. The Architectural Committee may for good cause waive a violation of the set back requirements provided for herein, but only if the waived violation meets or exceeds the minimum set back requirements of the Town of Cary. This waiver shall be in writing and recorded in the Wake County Registry. A document executed by the Architectural Committee shall be, when recorded, conclusive evidence that the requirements of this Article have been complied with. For the purpose of this covenant, eaves, steps, chimneys and stoops shall not be considered a part of a building, provided however, that this shall not be construed to

permlt any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration, for purposes hereof, any violation which does not exceed 10% and is in compliance with the minimum setback requirements of the Town of Cary shall be considered a minor violation.

ARTICLE V

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 70 feet, measured at the 50-foot line; nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet, except that a dwelling may be erected or placed on all lots as shown on said recorded plat, regardless of width at the 50-foot line or the minimum area in square feet. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration; for purposes hereof, any violation which does not exceed 10% and is in compliance with the minimum lot size requirements of the Town of Cary shall be considered a minor violation.

ARTICLE VI.

DWELLING AREA. No dwelling shall be permitted on any lot which dwelling has a ground floor area of the main structure, exclusive of basement, porches, and storage areas, of less than 2200 square feet for a one (1) story building, nor of less than 1600 square feet on the ground floor for a one and one-half (1½) story dwelling; provided that dwellings of one and one-half (1½) stories shall have at least 600 square feet of finished living area on the second floor, which finishing shall be of materials and workmanship equal to those on the ground floor. Two (2) story dwellings shall have a minimum of 1200 square feet on the first floor and 1000 square feet of finished living area on the second floor. Split-level houses shall have a minimum floor area of 2200 square feet, exclusive of unfinished area. Declarant reserves the right to waive in writing any minor

violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed ten percent (10%) and is in compliance with the minimum lot size requirement of the Town of Cary shall be considered a minor violation.

No dwelling will be built slab on grade nor shall aluminum siding be used.

ARTICLE VII

DRIVEWAYS. All driveways shall be paved (concrete or asphalt) from the street to each house including parking areas. An exception for gravel driveways shall be allowed, at the sole discretion of the Architectural Committee, provided the apron from the street to the property line is paved with asphalt or concrete and is the same width as the driveway. Driveway grade shall be a maximum of 15% for at least 30 feet into the lot. No more than 10% of the total lots shall have driveway slopes which exceed 15% and of that 10% no more than two shall occur consecutively along a street. On lots which have driveways of greater than 10% slope from back of curb to the edge of the lot, lot width projected to the back of the curb will be a minimum of 30 feet.

No driveway or curb shall be cut to serve more than two dwelling units. No driveway curb cut or double driveway curb cut shall exceed 24 linear feet. A minimum of 15 feet between radius points on curb cuts shall be maintained except on cul-de-sacs where 10 feet shall be a minimum.

ARTICLE VIII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities and erosion control devices are reserved as shown on the recorded plat and over the front 10 feet of each lot, the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distance on recorded plan, in which case the plat shall control. 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 maintenance of utilities and drainage facilities, or which may change the direction of flow, drainage facilities, and erosion control devices in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement of 10 feet across the front of each lot is further reserved for construction equipment, materials and personnel during the period that streets, curbing and gutting are being constructed in the Harrison Place Subdivision. The easement area of each lot and all improvements in it shall be continuously maintained by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VIX

NUISANCES. 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 signs or billboards shall be erected or maintained on the premises except for temporary construction or for sale signs involving the lot on which the sign is placed and if permitted by local law. No trade materials or inventories may be stored or regularly parked 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 doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. Except with the prior approval of Declarant or the Architectural Committee, no communication tower, television tower or satellite dish shall be erected or placed upon any lot.

ARTICLE X

TEMPORARY STRUCTURES. Except with the prior written consent of the Architectural Committee, no trailer, tent, shack, barn, or other outbuilding shall be erected or placed on any lot covered by these covenants. No boats or vehicles in disrepair shall be

permitted in view of or on, a street or a neighboring home. Detached garages may be permitted upon approval of the Architectural Committee.

ARTICLE XI

FENCES. No fence, wall, hedge, or mass planting shall be permitted except upon written approval by the Architectural Committee. All fences will be reviewed by the Architectural Committee as to height, style, materials, color and location. No fence nor wall may be more than 6 feet in height, provided however, if the Town of Cary height limitations are more strict, they shall prevail.

ARTICLE XII

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever, (including but not limited to detached garages, storage buildings, dog houses, greenhouses) shall be placed on any lot without the prior written approval of the Architectural Committee, which said Committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot.

ARTICLE XIII

APPEARANCE. Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, then the Architectural Committee may have the required work done and the costs thus incurred shall be paid by the owner.

ARTICLE XIV

ANIMALS. No animals (including horses) or poultry of any kind, other than house pets or dogs kept securely inside a fence or building, shall be kept or maintained on any part of said

property. The Architectural Committee reserves the right to require removal of any pet causing a disturbance of which is deemed by the Architectural Committee as offensive. Pets shall not be bred or maintained for commercial purposes.

ARTICLE XV

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner, and owners of lots shall not be permitted to park their motor vehicles on the street in the development. Owners of lots shall not be permitted to park boats, trailers, campers, recreational vehicles and all other similar property on the streets in the development, and such property shall be parked in a garage or area screened from the street and adjoining lot view. Garage and driveway length and width shall provide a total of three off-street parking spaces per dwelling. No inoperative or abandoned vehicle of any type shall be parked or stored on any lot or on the streets in the development.

ARTICLE XVI

Underground Utilities and Street Lighting. The Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power and Light Company for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each building lot. Upon acceptance of a deed to a lot, each owner agrees to pay to Carolina Power and Light Company the continuing monthly payment therefor as approved by the North Carolina Utilities Commission, or other appropriate government authorities. The Declarant reserves the right to contract on behalf of each lot with Carolina Power and Light Company, or its successors and assigns, for street lighting service. Upon acceptance of a deed to a lot, each owner agrees to pay to Carolina Power and Light Company the continuing monthly payment therefor as approved by the North Carolina Utilities Commission,

or its successors or other appropriate governmental authority.

ARTICLE XVII

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

ARTICLE XVIII

Section 18.1 Amendment By Owners. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty-five (25) year period or thereafter by an instrument signed by the Owners of not less than two-thirds (2/3) of the lots, provided, however, that the Board of Directors of the Association may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction or amendment without actual consent of the Owners, and such amendment shall be certified as an official act of the Board and recorded in the Wake County Registry.

Section 18.2 Certification and Recordation of Amendment.

Any instrument amending these covenants, conditions and restrictions (other than an amendment by the Board of Directors to correct an error or inconsistency in drafting, typing or reproduction) shall be delivered, following approval by the Owners, to the Board of Directors. Thereupon, the Board of Directors shall, within thirty (30) days after delivery do the following:

- (a) Reasonably assure itself that the amendment has been duly approved by the Owners as provided in Section 18.1 of this Article. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to be examined.)

(b) Attached to the amendment a certification as to its validity, which certification shall be executed by the Association.

(c) Within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Wake County Registry.

Section 18.3 Effect and Validity of Amendments. All amendments shall be effective from the date of proper recordation in the Wake County Registry. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors and recorded as provided in Section 18.2 of this Article, it shall be conclusively presumed that such instrument constitutes a valid amendment as to the Owners of all Lots in Harrison Place Subdivision.

ARTICLE XIX

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

ARTICLE XX

SEVERABILITY. Invalidity of any one of these covenants or any part thereof by judgment or court order in no way affects 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.

DK1352PG0851

IN TESTIMONY WHEREOF, the Declarant has caused this
instrument to be executed all as of the day and year first above
written.

(CORPORATE SEAL)

SAS INSTITUTE, INC. d/b/a
Reedy Creek Properties

ATTEST

By: Marsha L. Lingo
Secretary

By:

[Signature]
Vice President

NORTH CAROLINA

WAKE COUNTY

I, Emma W. Davis, a Notary Public of the
aforesaid County and State, do hereby certify that
Marsha L. Russo personally appeared before me this
day and acknowledged that she is the Secretary of
SAS Institute, Inc. d/b/a Reedy Creek Properties,
a North Carolina corporation, and that by authority duly given
and as an act of the corporation, the foregoing instrument was
signed in its name by its Vice President, and attested
by her self as Secretary, and sealed with its
common corporate seal.

Witness my hand and notarial seal this 21st day
of September, 1988.

Emma W. Davis
Notary Public

My Commission Expires:

April 3, 1992



NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of

Emma W. Davis

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 Suzette S. Rouben
Deputy Register of Deeds

EXHIBIT A

BEGINNING at a monument on the western right-of-way of Harrison Avenue, said monument also being at the southeast corner of the Property of North Hills Properties in Deed Book 3425, Page 595, Wake County Registry, as shown on the hereinafter referred map, and thence running from said monument along the southern boundary of said Property of North Hills Properties South 88°56'43" East 4003.90 feet to an existing iron pipe; thence South 0°05'57" West 497.46 feet to an existing iron pipe; thence North 89°56'34" East 653.36 feet to an iron pipe; thence North 27°09'41" East 169.85 feet to an iron pipe on the southern right-of-way of Livingston Drive; thence running along said right-of-way of Livingston Drive South 66°57'09" East 20.05 feet to an iron pipe; thence leaving said right-of-way of Livingston Drive South 27°09'41" West to an existing iron pipe; thence South 01°08'57" West 507.26 feet to an existing iron pipe; thence South 88°39'06" West 2315.06 feet to an existing iron pipe and being the southwestern corner of the Property of L.V. Sorrell in Deed Book 2060, Page 411, Wake County Registry; thence running along the western boundary of said property of L.V. Sorrell North 01°17'33" East 189.02 feet to an existing iron stake in the northwest corner of said Property of L.V. Sorrell and along the southern boundary of the Property of Jack and Jean Hester in Deed Book 2285, Page 545, Wake County Registry; thence running along the southern, western, and northern boundaries of said Property of Jack and Jean Hester the following courses and distances: North 88°33'31" West 138.91 feet to an existing iron pipe, North 0°45'39" East 224.79 feet to an existing iron pipe, North 13°06'09" East 104.04 feet to an existing iron pipe, thence along and with a curve to the left having a radius of 1001.19 and a distance of 249.58 feet to an existing iron pipe, thence North 88°03'40" East 119.99 feet to an existing iron pipe, thence along and with a curve to the right having a radius of 316.52 and a distance of 143.61 feet to an existing iron pipe; thence South 65°04'45" East 57.61 feet to an existing iron pipe in the southwest corner of the Property of Alma Sorrell in Deed Book 897, Page 384, Wake County Registry; thence running along the western boundary of said Property of Alma Sorrell North 15°18'05" East 198.26 feet to an existing iron pipe in the northwest corner of said Property of Alma Sorrell; thence running along the northern boundary of said Property of Alma Sorrell South 74°54'39" East 369.91 feet to an existing iron pipe on the western right-of-way of Harrison Avenue; thence running along said western right-of-way of Harrison Avenue in northeasterly direction along and with a curve to the left having a radius of 1854.48 and a distance of 508.78 feet to a monument, said monument being the point and place of BEGINNING and being all of Harrison Place as shown on a map entitled "Harrison Place Cary Wake County N.C.", dated September 7, 1988, prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers and recorded in Book of Maps 1988, Page 1335, Wake County Registry.