

The Association, so long as there is a Class B membership, shall defer architectural approvals and grants of variances to Declarant unless Declarant has voluntarily relinquished control to the Architectural Committee or the Board of Directors.

## **ARTICLE VII USE RESTRICTIONS**

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use of the Property and its elements. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any covenants, conditions, easements and restrictions contained in this Declaration.

Section 2. Use of Property. The property shall be used for single-family residential purposes and for purposes incidental or accessory thereto (Except for a temporary office or building model to be used by Declarant or his agents).

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried out upon the Property, nor shall anything be done which may be, or may become a nuisance or annoyance to the neighborhood.

Section 4. Animals. No animals, birds, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, pet birds or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and are controlled in accordance with applicable governmental ordinances and are not a nuisance to other Owners. There shall be a limit of no more than three (3) household pets per lot. The location and the materials used in the construction of any doghouses, runs and fences are improvements, which require the review and approval of the Declarant or Architectural Committee as set out in Article VI herein.

Section 5. Appearance. It shall be the responsibility of each Property Owner, tenant, contractor or sub-contractor to prevent the development of any unclean, unsightly, unkempt, unhealthy, or unsafe conditions of buildings or grounds on any Property which will tend to substantially decrease the beauty of Harrison Ridge Subdivision, the neighborhood as a whole or the specific area. The Declarant, his agent or Board shall have the right to enter upon any property for the purpose of inspecting or correcting such conditions including, but not limited to, the removal of trash which has collected on a Property, and the cost of such corrective action shall be paid by the Property Owner. Such action shall not be made until thirty (30) days after the Owner of the Property has been notified in writing of the need to take corrective action within said thirty (30) days. Provided, however, that should such conditions pose a health or safety hazard, such entry shall not be made until the Owner has been notified in writing of the need to take immediate corrective action and unless such Owner fails to perform the corrective action immediately in any case they will be subject to section 27 of this Article VII as of date of notice. The provision of this paragraph shall not create any obligation on the part of the Declarant or Board to take any such corrective action.

Section 6. Offensive Behavior. No immoral, improper, offensive, or unlawful use shall be made on or of the Property, or any part thereof including roads and right-of-ways. All laws, orders, rules, regulations, ordinances, or requirements of any governmental agency having jurisdiction thereof, relating to any Lot or any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain such portion of Property.

Section 7. Business. No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any Lot, except that the Declarant or his agent may use any unsold Lots for sales of display purposes. Declarant may maintain a sales or rental office on the Property. Nothing herein shall be interpreted or construed to prevent the use of a portion of any structure as a home office for as owners personal use or to prevent the occupant of the house from working from home, provided there are no employees and goods or services are not offered to the general public on the premises. No trade materials, inventories, large trucks, equipment or any vehicles with company logos or

names (except during construction on the premises) shall be stored or allowed on the premises.

Section 8. Signs. No Lot Owner shall display, or cause, or allow to be displayed, to public view any signage, signs, placard, poster, billboard, or identifying name or number upon any Lot, vehicle, or any portion of the Common Elements, except as allowed by the Association pursuant to its Bylaws or regulations or as required by local governmental authority; provided, however, that the Declarant, or its respective agents, may place "For Sale" signs on any Lots for sale; provided, however that during the development of the Property and the marketing of Lots, the Declarant may maintain a sales office and may erect and display such signs as the Declarant deems appropriate as aids to such development marketing, provided that such signs do not violate any applicable laws. Such permitted signs shall be placed in the approximate center of a Lot and approximately thirty-five (35) feet from the edge of the pavement of the road or as Declarant otherwise deems necessary.

Section 9. Fences, Walls and Hedges. No, fence, wall, hedge or other mass planting shall be erected or permitted in front of a dwelling on any Lot, except as approved by the Architectural Committee pursuant to Article V herein.

Section 10. Alterations. No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the sign and planting easements except as to the direction or with express written consent of the Association or Declarant.

Section 11. Common Properties Use. The Common Properties or Permanent Open Space as shown on recorded plat shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the Property, avoiding development and conserving its vegetated and natural state subject to any rules or regulations that may be adopted by the association pursuant to its Bylaws. "Undeveloped open space shall be retained in a vegetated or natural state as per Wake County requirements for Watersupply Watersheds."

Section 12. Parking. Adequate off street parking shall be provided by the Owner of each Lot for the parking of automobiles owned or used by the Owner, his family, tenants, guest or contract purchases. No watercraft (i.e. boats, jet skis, etc.), other recreational machinery (i.e. four wheelers, go-carts, motorcycles, etc.), trailers, campers, motor homes, trucks, tractors or heavy equipment shall be parked on any Lot, or any streets or right-of-ways of any roads within the Subdivision, except inside an enclosed garage or accessory building located on the Lot or as otherwise permitted by the Rules and Regulations of the Association. Delivery maintenance vehicles are permitted temporarily while providing such services only.

Section 13. Temporary Structures, Trailers, etc. No trailer, camper, tent, mobile home, modular home or other structure of a temporary character shall be placed upon the Lot at any time, provided, however, that this prohibition shall not apply to a temporary storage trailer, dumpster, or a portable toilet facility used by the contractors during construction of a dwelling, garage or accessory building, it being clearly understood that these temporary structures may not, at any time, be used as residences or permitted to remain on the Lot after the completion of construction. Portable toilets and dumpsters will not be permitted on road right-of-ways. They must be located at least thirty-five (35) feet off road right-of-way on lot intended for its use. However, this does not prevent Declarant or his agents from maintaining a temporary sales or rental office of this nature on the Property.

Section 14. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or a screened area, or buried underground, provided, however, that nothing contained herein shall prevent the Declarant or Association from erecting, placing tanks, or other apparatus, on the Property for uses related to the provision of utility or other services.

Section 15. Accessory Buildings. Without prior written approval of Declarant or Architectural Committee, no detached accessory building or detached garage, for no more than three cars, may be constructed upon any Lot subject to these covenants. Only one detached structure subject to building restrictions in Article VIII, Section 3

shall be permitted and shall not be used for human habitation temporarily or permanently. Any approved accessory building must comply with these covenants and Wake County zoning requirement.

Section 16. Subdividing. No Lot shall be subdivided, or its boundary lines changed except with the prior consent of the Declarant during the period of Declarant control of the Association and thereafter by the Board. However, the Declarant hereby expressly reserves unto itself, and to any successor to which Declarant makes a specific assignment of this right to re-plat any two (2) or more Lots to create a larger Lot; to eliminate from this Declaration Lots that are not otherwise buildable or Lots that are needed for access to any area of the Property or are needed for use as private roads or access areas, and to take such steps as are necessary to make such replatted Lots suitable and fit as a building site, access area or roadway, said steps to include, but not limited to the relocation of easements and right-of-ways to conform to the new boundaries of said replatted Lots.

Section 17. Delivery Receptacle. No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any Lot unless and until the size, location, design and type of material for the receptacle shall have been approved by the Board or the Architectural Committee.

Section 18. Antennas and Satellite Receiving Devices. No satellite reception dish, or similar device for the reception of electromagnetic signals, having dimensions greater than thirty (30) inches in height, width and depth shall be located on any Lot in the subdivision. Such devices shall be located so they cannot be seen from street, and no closer to street than front of dwelling. Any person desiring to install an exterior television antenna shall first obtain written approval of Declarant or Architectural Committee regarding, size, shape, location, proportion and all other matters regarding the impact of the proposed antenna on the appearance of the house. The Declarant or Architectural Committee shall exercise at its sole discretion any granting or withholding of such approval. Nothing herein shall be construed to give any person the right to erect an antenna or satellite-receiving device without the approval of Declarant or Architectural Committee. No other antennas, aerials, disk and dishes (for example, without limitation, amateur short wave or ship to shore) shall be permitted on any Lot without permission of the Declarant or Architectural Committee as to design, appearance and location or pursuant Regulations issued for that purpose.

Section 19. Construction Limitations. During Construction, all vehicles involved, including those delivering supplies, must enter the Lots on a driveway only, as approved by the Declarant or Architectural Committee so as not to damage unnecessarily shoulders in right-of-ways, street paving and driveway pipes. During construction builders, sub-contractors and or Lot Owners must keep their homes, garages, building sites and right-of-ways in front and adjacent to Lot clean and free of debris. While construction is taking place all waste and debris must be discarded and contained in a designated dumpster or constructed holding corral for such purposes. These waste containers are to be emptied on a regular basis as not to create overflow and unsightly conditions within Harrison Ridge Subdivision. This containment facility shall be located within forty feet (40') of house and is not to encroach on adjoining lots or roads right-of-ways. All building debris, stumps, trees, etc. must be removed from each Lot by builder or Lot Owner as often as necessary to keep the house, Lot and area attractive. Such debris shall not be dumped in any area of the Subdivision. No lumber, brick, block or other building materials, equipment, mechanical devices or any other object shall be stored on any Lot in an exposed location except for the purpose of construction on said Lot and shall not be stored for longer than the length of time reasonably necessary for the construction in which the same is to be used.

Section 20. Firearms, Hunting Prohibited. There shall be no discharging of firearms, guns, or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted on the Property.

Section 21. Drying Areas. Clotheslines, drying racks or drying yards shall not be located upon any Lot without prior written consent of the Board, which consent may be conditioned or withheld in the sole discretion of the Board, as set forth in Regulations established for that purpose.

Section 22. Unsightly Growth or Objects. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain thereon, including vacant parcels. No disposal or burning of debris or organic matter shall be permitted within any drainage way ditches on any Property or along any road right-of-way within the Subdivision.

Section 23. Independent Covenants. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more said covenants or restrictions shall, for any reason, be held to be invalid, or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

Section 24. Additional Restrictions. Declarant may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not diminish the covenants and restrictions set forth herein.

Section 25. Streets. No Lot or portion thereof shall be dedicated or used for a public or private street without written consent of Declarant or their heirs or assigns.

Section 26. Nothing shall be kept, and no activity shall be conducted, on the Property, which will increase the rate of insurance applicable to residential use for the Property or any Lots. No Owner shall do or keep anything, nor cause or allow anything to be done or kept, on his Lot which will result in the cancellation of insurance on any portion of the Property, or Lots therein, or which will be in violation of any law, ordinance, or regulation.

Section 27. Fines Levied by Association for Willful Non-Compliance with Covenants and Restrictions. The Declarant or Association reserves the right to levy a fine of One hundred Dollars (\$100.00) per week against any Lot Owner who willfully continues or allows to continue, any violation of the covenants and restrictions contained herein after being notified by the Declarant or Association in writing of its non-compliance; said violations including but not limited to failing to obtain required approval or commencing improvements in spite of denial of approval; failing to maintain property as required herein; or committing other acts amounting to a nuisance.

## **ARTICLE VIII**

### **BUILDING RESTRICTIONS**

Section 1. Square Footage. Any dwelling erected on a detached single-family residential Lot shall contain a minimum enclosed dwelling area of 2,600 square feet for one (1) story structures, 3,000 square feet for one and one half (1 ½) story structures, 3,400 square feet for two (2) story structures, 4,000 square feet for a three (3) story structure, exclusive of basements, decks, porches, breezeways, steps, carports and garages. In addition thereto, and unless a variance is granted therefore as provided herein, all dwellings shall have an enclosed two car garage attached to the main dwelling. The term "enclosed dwelling area" as used in this Section 1 shall mean the total enclosed area within a dwelling subject to heating and cooling, provided however, that the term specifically does not include basements, breezeways, garages, terraces, open porches, decks, stoops and like areas regardless of heating or cooling. Variances of these square footage requirements in the amount of 15% may be granted by Declarant or Architectural Committee pursuant to Article VI hereof, but in no case will the size be less than that required by the governmental agency having jurisdiction over the property.

Section 2. Setback Lines, Lot Width and Area. No dwelling or other approved structure in R-40W cluster zoning shall be located on any building site nearer to the front property line (road or street right-of-way) than 30 feet, and no dwelling shall be