



NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 208 Kullana Lane, Wake Forest, NC 27587
Owner's Name(s): Stephen & Wendy R. Dembortbrun

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: "Dwelling" means any structure intended for human habitation, "Property" means any structure intended for human habitation and the tract of land, and "Not Applicable" means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials WED
Buyer Initials _____ Owner Initials SD

SECTION A.
STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR																																																																												
A1. Is the property currently owner-occupied?	☐	☒	☐																																																																												
Date owner acquired the property: <u>9/15/1998</u>																																																																															
If not owner-occupied, how long has it been since the owner occupied the property? <u>5/15/26</u>																																																																															
A2. In what year was the dwelling constructed? <u>1994</u>			☐																																																																												
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	☒	☐	☐																																																																												
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply)			☐																																																																												
☐ Brick Veneer ☐ Vinyl ☐ Stone ☒ Fiber Cement ☐ Synthetic Stucco ☐ Composition/Hardboard ☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other: _____																																																																															
A5. In what year was the dwelling's roof covering installed? <u>2010</u>			☐																																																																												
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	☐	☒	☐																																																																												
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	☐	☒	☐																																																																												
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	☐	☒	☐																																																																												
A9. Is there a problem, malfunction, or defect with the dwelling's:																																																																															
<table border="0" style="width: 100%;"> <thead> <tr> <th></th> <th>NA</th> <th>Yes</th> <th>No</th> <th>NR</th> <th></th> <th>NA</th> <th>Yes</th> <th>No</th> <th>NR</th> <th></th> <th>NA</th> <th>Yes</th> <th>No</th> <th>NR</th> </tr> </thead> <tbody> <tr> <td>Foundation</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> <td>Windows</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> <td>Attached Garage</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>Slab</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td>Doors</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> <td>Fireplace/Chimney</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>Patio</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> <td>Ceilings</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> <td>Interior/Exterior Walls</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>Floors</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> <td>Deck</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> <td>Other: _____</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> </tbody> </table>		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR	Foundation	☐	☐	☒	☐	Windows	☐	☐	☒	☐	Attached Garage	☐	☐	☒	☐	Slab	☒	☐	☐	☐	Doors	☐	☐	☒	☐	Fireplace/Chimney	☐	☐	☒	☐	Patio	☐	☐	☒	☐	Ceilings	☐	☐	☒	☐	Interior/Exterior Walls	☐	☐	☒	☐	Floors	☐	☐	☒	☐	Deck	☐	☐	☒	☐	Other: _____	☐	☐	☐	☐				
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Explanations for questions in Section A (identify the specific question for each explanation):

A3 Sunroom added
back deck added
Laundry Room added within Bonus Room

SECTION B.
HVAC/ELECTRICAL

	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	☐	☒	☐
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	☐	☒	☐
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			☐
☐ Furnace [_____ # of units] Year: _____ ☐ Baseboard [_____ # of bedrooms with units] Year: _____			
☒ <u>elec</u> Heat Pump [<u>1</u> # of units] Year: <u>2012</u> ☒ Other: <u>gas pack</u> <u>1</u> Year: <u>2015</u>			

Buyer Initials _____ Owner Initials MPD
 Buyer Initials _____ Owner Initials SD

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

Central Forced Air: see B3 Year: see B3 Wall/Windows Unit(s): _____ Year: _____
Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)

Electricity Natural Gas Solar Propane Oil Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

City/County Shared well Community System Private well Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

Quality Pressure Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

Copper Galvanized Plastic Polybutylene Other: _____

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) Gas: 2 b 11 Electric: _____ Solar: _____ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

Septic tank with pump Community system Septic tank Drip system
Connected to City/County System City/County system available Other: _____

Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? 3 No Records Available

Date the septic system was last pumped: 3 02 6

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	☐	☐	☒	☐	Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☒	☐
Sewer system	☒	☐	☐	☐	Water supply (water quality, quantity, or pressure)	☐	☐	☒	☐

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials MRD
Buyer Initials _____ Owner Initials SD

SECTION D. FIXTURES/APPLIANCES

Yes No NR

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? _____

Date of last maintenance service: _____

☐ ☒ ☐

D2. Is there a problem, malfunction, or defect with the dwelling's:

NA Yes No NR	NA Yes No NR	NA Yes No NR	NA Yes No NR
Attic fan, exhaust fan, ceiling fan ☐ ☐ ☒ ☐	Irrigation system ☒ ☐ ☐ ☐	Sump pump ☒ ☐ ☐ ☐	Garage door system ☐ ☐ ☒ ☐
Elevator system or component ☒ ☐ ☐ ☐	Pool/hot tub /spa ☒ ☐ ☐ ☐	Gas logs ☐ ☐ ☒ ☐	Security system ☒ ☐ ☐ ☐
Appliances to be conveyed ☐ ☐ ☒ ☐	TV cable wiring or satellite dish ☐ ☐ ☒ ☐	Central vacuum ☒ ☐ ☐ ☐	Other: ☐ ☐ ☐ ☐

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

Yes No NR

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

☐ ☒ ☐

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

☐ ☒ ☐

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)

☐ ☒ ☐

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?

☒ ☐ ☐

E5. Does the property abut or adjoin any private road(s) or street(s)?

☐ ☒ ☐

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☒ NA

☐ ☐ ☐

Explanations for questions in Section E (identify the specific question for each explanation):

E4 - 10 ft drainage easement on west side property line

SECTION F. ENVIRONMENTAL/FLOODING

Yes No NR

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?

☐ ☒ ☐

Buyer Initials _____ Owner Initials MRD
 Buyer Initials _____ Owner Initials SD

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☒	☐	☐
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	☐	☒	☐
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☐	☒	☐
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☒	☐
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	☐	☒	☐
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☒	☐
F8. Is there a current flood insurance policy covering the property?	☐	☒	☐
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	☐	☒	☐
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☒	☐

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

F2: Radon mitigation fan in encapsulated crawl space
conditioned crawl space

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?	☐	☒	☐
G2. Is the property subject to a lease or rental agreement?	☐	☒	☐
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	☒	☐	☐

Explanations for question in Section G (identify the specific question for each explanation):

G3: Heather Grove covenants

Buyer Initials _____ Owner Initials URD
 Buyer Initials _____ Owner Initials SD

SECTION H. OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

Yes No NR

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments?

☐ ☒ ☐

If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

a. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?

If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner?

☐ ☒ ☐

If "yes," state the amount of the fees: _____

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?

☐ ☒ ☐

If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association?

☐ ☒ ☐

If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

Explanations for questions in Section H (identify the specific question for each explanation):

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: Wendy R deMott-Horn Date 5/15/26

Owner Signature: Stephen J. Marti Date 5/15/26

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____

PREPARED BY AND HOLD FOR: WARREN, PERRY, ANTHONY & COOK

PRESENTED
FOR
REGISTRATION

NORTH CAROLINA

WAKE COUNTY

000037

PROTECTIVE COVENANTS

12 MAR 30 AM 9:05

KENNETH C. WILKINS

REGISTER OF DEEDS
WAKE COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS made this 1st day of August 1991, by HEATHER GROVE ASSOCIATION, A North Carolina General Partnership, hereinafter called OWNER, of Wake County, North Carolina;

W I T N E S S E T H:

WHEREAS, OWNERS are the owner of the real property described below and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

NOW, THEREFORE, OWNER hereby declare that the following described real property located in Wake Forest Township, Wake County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth. This real property is described as follows:

Being all of Lots 1 through 24 of Heather Grove Subdivision as shown on that plat recorded in Book of Maps 1992, Page 295, Wake County Registry, and as shown in Book of Maps 1992, Page 296, Wake County Registry. Both plats were drawn by W. Graham Cawthorne, Jr., R.L.S.

All lots will be used for residential purposes only, and each lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two and one half stories in height and an attached garage for not more than three cars. More than one lot may be used as one building site if approved in writing by Owner, or such other person designated by Owner.

All dwellings without a garage shall have heated, enclosed, floor area of at least 1600 square feet, not including basements, porches, screened porches, garages, carports or stoops.

All dwellings with a single car garage shall have a heated area of at least 1500 square feet.

All dwellings with a two car garage shall have a heated area of at least 1,400 square feet.

No dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right of way) than 40 feet, and no dwelling shall be located less

BK5151PG0155

-2-

than 15 feet from any side property line, or less than 25 feet from any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, PROVIDED, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site.

No dwelling shall be built on or placed on any building site having a width of less than 90 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having less than 40,000 square feet except that a dwelling may be erected on all building sites as shown on said recorded plat regardless of width at minimum building setback line or area in square feet. No mobile homes of any kind shall be allowed.

No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a residence if there is not client or customer traffic to the office.

No shelter of a temporary or permanent character such as a trailer, basement, tent, shack, garage or barn shall be used on any building site any any time as a residence, either temporarily or permanently. No trailer or mobile home shall be placed on any building site covered by these covenants.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless these are in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, planting, or other material shall be placed or permitted to

BK5151 PG0156

-3-

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. The easement area of each lot and all improvements in 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. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

In the event that a dwelling does not meet proper set back lines in these restrictive covenants, such violation may be waived by the execution and recording of a waiver signed by Owners. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other lot owners.

No lot or portion shall be dedicated or used for a public street.

No lot in the subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner from splitting a lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot smaller, so long as the smaller lot has at least 40,000 square feet in area and 125 feet of read frontage.

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, boats, campers, travel trailers or any other vehicles on the streets

BK5151PG0151

-4-

in the subdivision. All boats, travel trailers and campers shall be kept behind the owners' residence.

All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not be visible.

In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence, outside lighting, screen planting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by Owners, or by such other persons designated by Owners. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to him, or in any event, if no suit to enjoin the erection of such building has been instituted within thirty days of commencement of construction, such approval will not be required, and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plat plan showing location of house, specifications, and design of driveway. A sketch plan showing approximate locations and design will be acceptable.

The owner of any building site containing an approved dwelling may erect outbuildings thereon provided that he first submits plans and site locations for such out buildings to Owners, or to such persons designated by Owners, or designated otherwise as set forth in preceding paragraph. Such plans shall be approved, or shall be deemed to have been approved as provided in the preceding paragraph.

Developers reserve the right to subject the real property in

BK5151PG0158

-5-

this subdivision to a contract with Wake Electric Membership Corporation for the installation of underground electric cable and/or the installation of street lighting, either or both of which may require a continuing monthly payment to Wake Electric Membership Corporation by the owner or owners of each lot, and each liability shall be computed on a prorata basis.

For so long as Owner owns at least one lot in Heather Grove Subdivision as described above, Owner reserves the right to amend these Protective Covenants by filing such an amendment in the Wake County Register of Deeds Office.

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect 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 prevent the enforcement of such covenant or covenants in the future.

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 years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, OWNERS have hereunto set their hands and seals, this the 19 day of August, 1991.

WAKE COUNTY

BK5151PG0159

-6-

HEATHER GROVE ASSOCIATES, A North
Carolina General Partnership

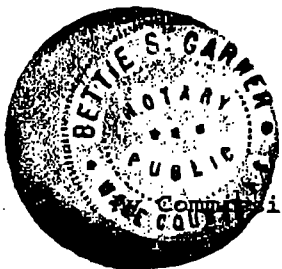
George R. Lesher
GENERAL PARTNER

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the aforesaid County and State, do
certify that GEORGE R. LESHER partner of
Heather Grove Associates, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 19 day of August
1991.



Bettie S. Garner
NOTARY PUBLIC

Commission Expires:

9-4-94

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Bettie S. Garner

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

P. Anne Redd

Asst./Deputy Register of Deeds