

WAKE COUNTY, NC 240
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/09/2002 AT 11:15:46

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Prepared By and Return To: Allen R. Tew, P. O. Box 145, Clayton, NC 27520

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**RESTRICTIVE COVENANTS
OF
WINDY HILLS SUBDIVISION
SECTION FOUR**

This Declaration, made this 23rd day of July, 2002, by **BANNISTER PROPERTIES, LLC**, a North Carolina Limited Liability Company, of Wake County, North Carolina, 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 such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article 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 these Articles of the Declarant is located in Panther Branch Township, County of Wake, State of North Carolina, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real

property hereinafter described, and is more particularly described as follows:

BEING all of the lots of WINDY HILLS SECTION FOUR, according to plats prepared by Byrd Surveying, P.A., dated June 17, 2002, copies of which are recorded in Book of Maps 2002, Pages 1342 & 1343, Wake County Registry, and said description therein, being incorporated herein by reference, for a more complete and accurate description.

ARTICLE II DEFINITION

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" shall mean and refer to that certain real property hereinabove described.

All land shall be subject to easements for utilities, including sewer and waterlines, easements for ingress and egress, and easements for any encroachments arising from the initial improvements.

Section 3. "Lot" shall mean and refer to any numbered plot of land shown upon the plat of WINDY HILLS SUBDIVISION, SECTION FOUR, recorded in Book of Maps 2002, Page 1342 & 1343, Wake County Registry.

ARTICLE III PROPERTY DEVELOPMENT PLAN

Section 1. The ownership of utility easements and facilities are reserved at this time for conveyance to a public or private utility company or companies, to a municipality, or the Association.

Section 2. The responsibility for maintaining the public streets and roadways within the property shall remain with Declarant until such time as said streets and roadways are accepted on the Secondary Roads system of the NC Department of Transportation.

ARTICLE IV PROPERTY RIGHTS

Section 1. ANTENNAS. The Declarant may regulate the erection of television

antennas or reception discs on individual lots.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant for each lot owned within the property, hereby covenants, and each owner of any lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. REVIEW AND APPROVAL OF SPECIFICATION FOR CONSTRUCTION OF STRUCTURES, ADDITIONS, ALTERATIONS OR CHANGES TO STRUCTURES AND LANDSCAPING. In order to maintain architectural beauty throughout the subdivision and to guard against the erection therein of poorly placed, designed or proportioned structures, no building, structure or fence shall be erected, altered or permitted to remain on any building unit until the architectural committee has approved, in writing, (a) a plot plan showing the proposed location of the house and garage and anything whatsoever to be constructed including but not limited to the following: decks, patios, driveways and any trees to be disturbed; (b) a complete set of plans and specifications for the house, garage and anything whatsoever proposed to be built on a lot in this subdivision. All structures are to be completed exactly as submitted and the Declarant, its agents, successors or assigns shall have sole authority for approval, in addition to the above, shall be submitted an exterior design schedule showing types of materials to be used and a color schedule, including strips of exterior paint to be used, (c) In addition, no radio, television or other antennas may be erected on a lot or structure without the prior approval of the Architectural Committee. No radio station or short-wave radio operation shall be permitted to operate upon any lot. All outdoor poles, clothes lines or similar equipment shall be erected so as not to be visible from any street or community recreational area. No mail receptacles shall be erected except in a manner to be approved by the Architectural Committee.

The Architectural Committee shall initially be comprised of the Declarant, in the event the Architectural Committee fails to approve or disapprove such design or location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required. The Declarant shall be the sole member of the Architectural Committee until all lots are sold, or until such time as the Declarant shall resign, whichever shall first occur. The Declarant may appoint an advisory committee comprised of lot owners in the subdivision or other knowledgeable people to assist in evaluating the architectural effect of new construction in the subdivision. Upon resignation by the Declarant, it shall designate and appoint three (3) persons to serve on the Architectural

Committee. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Nothing herein contained shall be construed to permit interference with the development of the property by the Declarant as long as said development follows the general plan of development of the property.

Section 2. ARCHITECTURAL REQUIREMENTS. The Architectural Committee shall make the determination of approval of plans based upon the compatibility and conformity of the design of the proposed residence, building, wall, fence, swimming pool or other improvement, keeping in mind what this subdivision shall be comprised of.

ARTICLE VII LAND USE RESTRICTIONS

No Manufactured House shall be placed on any Lot unless such home is at least 924 square feet. Any single wide permitted to be placed on any lot must have a shingle roof and vinyl siding, and have the written consent of the Declarant or its designee.

No Manufactured Home shall be placed on any lot unless such home has been manufactured in accordance with standards set by the Department of Housing and Urban Development, the North Carolina State Building Code or other recognized Building Code. No Manufactured Home shall be placed on any lot that is over one (1) year of age at the time it is placed on said lot. Special permission may be given in writing by Declarant, or its designee, to place an older manufactured home on said lots if inspected and approved by them. Declarant or its designee, shall have total discretion in granting or withholding this permission. If a manufactured home is one (1) year old or less, and has a rundown appearance, then it will be in violation of this restriction and will not be allowed in this subdivision. This decision shall be solely in the discretion of the Declarant or its designee. Each homeowner shall maintain the exterior of the home in a clean and neat appearance to keep from being in violation of this provision.

ARTICLE VIII

No stick built homes shall be permitted in this subdivision without prior written consent of the Declarant or its designee. No chain link fence or privacy fence shall be permitted from the front corner of any home to the street. Prior written permission must be given by Declarant, or its designee, to install any chain link fence, or any privacy fence. The fence must be installed to professional standards with top rails and chain link gates. No fence over five (5) feet high will be permitted.

ARTICLE IX

No lot shall be used for any use other than a single family residence. No lot shall be subdivided, and no lot or group of lots shall be used as a roadway, unless prior approval of such use is obtained by Declarant, or its designee.

ARTICLE X

All setbacks on each lot shall comply with the applicable Wake County Zoning Ordinances. Before placing any Manufactured Home on a lot in this subdivision, a plot plan showing front, back, and side setback lines must be approved by Declarant, or its designee.

ARTICLE XI

An architectural and landscaping committee appointed by Declarant, or its designee, shall inspect and require landscaping of not less than nine (9) shrubs and 2 trees at least 1-1/2 inch in diameter within thirty (30) days of occupancy. All non-wooded lots must be leveled, graded and seeded from property line to property line. All wooded lots must have all trees trimmed to a height of 6 feet from ground level and all natural areas cleaned of rubbish and have all disturbed areas landscaped. All driveways shall have a concrete apron of at least 9' x 12'.

All sanitary facilities shall comply with all City, County, and State health codes.

ARTICLE XII

All homes and additions are to be compatible with existing architecture and factory manufactured housing, with no metal buildings. No lean-to or post buildings, with the exception of manufactured patio covers shall be permitted. Plans must be submitted to Declarant, or its designee, for approval prior to construction of any kind. Any roof that covers a deck or porch must have an "A" frame roof and must be covered with shingles. No shed roofs will be permitted without the express written consent of Declarant, or its designee.

ARTICLE XIII

No poultry, fowl, horse, cow, sheep, goat, pig, or animal other than household pets shall be kept, harbored, or bred on any of the said lots or within any home situated thereon. Household pets are herein described to be cats, dogs, parakeets, and other small domestic animals with the exception of pigs. Household pets may not be kept, bred, or maintained for any commercial purpose. All dogs shall be contained in an enclosed rear chain link fence or decorative privacy fence, or shall be kept on a hand leash and must not be allowed to become a nuisance, by barking or otherwise disturbing neighbors. Tying a dog will not be permitted.

ARTICLE XIV

No garbage or trash shall be burned on any lot. No lot shall be used or maintained as a dumping ground for rubbish. All garbage, trash, or other refuse shall be kept in clean

and covered receptacles located either in the rear of said homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. Garbage, trash, and other refuse must be collected at least weekly by a licensed refuse collector.

ARTICLE XV

Each lot, whether occupied or not, shall be mowed, trimmed, and weeded regularly and cleared of any unsightly objects. In the event any lot is not maintained in compliance with this restriction, Declarant, or its designee, reserves the right to enter upon said lot and mow the grass, clean up the lot, and remove unsightly structures and objects. The cost of same shall become a lien upon said lot for said costs plus interest at 8% APR, if not paid within thirty (30) days from billing date, to Declarant, or its designee.

ARTICLE XVI

Lots bordering on or containing ditches, drainage canals, and swells, shall be regularly mowed and cleaned, including the slopes, if any, and up to the edge of paved areas. Washouts or erosions on any lot shall be properly filled by the lot owner. Mail boxes are to be erected so as to prevent rutting out of the shoulders by mail pick up and delivery. Mail boxes must be kept neat and orderly including lettering.

ARTICLE XVII

All campers, boats, and utility trailers shall be parked in the rear of the home.

All clotheslines and playground equipment, including, but not limited to, swing sets, merry-go-rounds, play pens, and sandboxes, toys, etc., shall be located in the rear yard of the house and not in the front yard. Each lot shall be kept so that it has a neat appearance as determined by Declarant, or its designee, in its sole discretion.

All motor vehicles shall be parked in a driveway or under or in a carport. No inoperable or unlicensed motor vehicles shall be parked on any lot for more than thirty (30) days, the purpose of this restriction being to prohibit any junk cars being located in the subdivision.

All Manufactured Homes must be underskirted with brick or a material approved by Declarant, or its designee, prior to construction. The buyer shall have thirty (30) days after the mobile home is placed on the lot to comply with this restriction. All homes must have at least a 4 x 5 stoop and steps at the front door. Any stoop that is not masonry must have lattice underskirt.

ARTICLE XVIII

These covenants and restrictions are appurtenant to and shall run with the title to

said land and shall be binding upon all parties and all persons claiming by, through or under the owners, and shall be binding for a period of ten (10) years from the date of these covenants and restrictions, after which said covenants and restrictions shall automatically expire unless extended for successive periods of ten (10) years each by an instrument signed by a two-thirds majority of the then owners of the lots in said subdivision.

ARTICLE XIX

Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or persons violating or threatening or attempting to violate any covenant and such proceedings may be to restrain violation and/or to recover damages.

Invalidation of any Article of these covenants and restrictions or of any provision of any Article herein set forth by Judgment or Court Order, shall in no way affect the other provisions hereof, which shall remain in full force and effect.

ARTICLE XX

Declarant, hereby reserves unto itself, its successors and/or assigns, or legal representatives, a perpetual, unalienable, and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone wires, cables, conduits, drainage ditches, sewers, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, cable tv, or other like conveyances or utilities on, in, or over all easements reserved or shown on said plat together with the right of ingress and egress to and from the lands affected by such easements. Declarant shall have the unrestricted right and power to release or grant such easements.

ARTICLE XXI

No Manufactured Houses shall be placed on any lot unless a site plan is submitted and prior approval is given by Declarant, or its designee.

ARTICLE XXII

Failure of Declarant, its successors and/or assigns, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XXIII

The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to Carolina Power & Light Company by the

owner of each building.

ARTICLE XXIV

With prior written approval of Declarant, or its designee, one (1) storage building with dimensions no larger than 14 feet x 20 feet will be permitted. All storage buildings must be vinyl siding or wood, and have a shingle roof. All buildings or additions must have an A-frame shingle roof. Any wood type building must be painted to match the color of the house. No lean to or shed roof additions will be allowed on any out building. A two-car garage or a carport may be placed on a lot. Under no circumstances may any more than two (2) outside building structures be placed on any lot. All necessary permits from the proper authorities must be obtained by the owner of the lot.

ARTICLE XXV

Declarant, or its designee, will not investigate or take action on any complaint unless said complaint is signed by at least ten (10) property owners; however, this does not prohibit Declarant, or its designee, from acting alone in insuring harmonious living within the subdivision.

ARTICLE XXVI

Declarant has the right to waive in writing any covenant in its sole discretion until the last lot is sold.

ARTICLE XXVII

Upon the sale of all lots located within this subdivision by Declarant, a majority of the property owners within the subdivision may elect a committee to perform all acts and things required to be done by Declarant.

ARTICLE XXVIII

Temporary steps are not allowed.

All doors must have decks with lattice or brick steps.

ARTICLE XXIX

All driveway connections for each lot shall be installed to meet North Carolina Department of Transportation "TYPICAL DRIVEWAY TURNOUT GRADES" and the driveway pipe shall be installed to meet North Carolina Department of Transportation specifications and standards. Any driveway pipes or connections that are not properly

installed and required regrading or reinstalling before North Carolina Department of Transportation will accept the public road for addition to the State Road System shall be the responsibility of the owner of each individual lot. The Declarant shall have the right to correct improperly installed driveways and be paid by the individual lot owner should the individual lot owner not take care of any driveway problem which might delay North Carolina Department of Transportation from accepting the road for maintenance.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be executed by Rolly Bannister, Jr., in his capacity as its Member/Manager, this the day and year first above written.

BANNISTER PROPERTIES, LLC

By:  (SEAL)
ROLLY BANNISTER, JR.
MEMBER/MANAGER



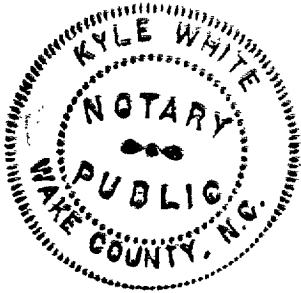
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Kyle White, a Notary Public of the County and State
aforesaid, certify that Rolly Bannister, Jr., Member/Manager of Bannister Properties, LLC,
personally came before me this day and acknowledged the due execution of the foregoing
instrument.

WITNESS my hand and official seal this 23 day of July, 2002.

Kyle White
Notary Public

My commission expires: Nov. 19, 2004



Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009534 Page : 01759 - 01769

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 _____

Kyle White

____ 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: _____

Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

11 _____ New Time Stamp
of Pages