

WOLFF, HARDELL & MAON
PO Box 10623
RALEIGH, NC 27605

NORTH CAROLINA

BOOK 2222 PAGE 56

PROTECTIVE COVENANTS

WAKE COUNTY

WILLOW RUN SOUTH

THIS DECLARATION, made this 20th day of November, 1973,
by J. W. YORK and wife, ELIZABETH W. YORK: G. SMEDES YORK and wife,
ROSEMARY A. YORK: HAL V. WORTH, III, and wife, EDWINA H. WORTH, and
HOLLIS W. PLIMPTON, Trustee under trust indenture of HERBERT M. PLIMPTON,
(hereinafter referred to as "Declarants"); and D. H. CARPENTER and J. G.
BRINKLEY, Trustees as hereinafter stated, and FIRST CITIZENS BANK & TRUST
COMPANY, a North Carolina corporation, and DANIEL R. DIXON, Trustee as
hereinafter stated, and TROY T. NEWTON and wife, BETTY LOU NEWTON,
(hereinafter called "Mortgagees"):

WITNESSETH:

WHEREAS, the Declarants and Mortgagees are the owners of the following
real property located in Wake County, North Carolina:

BEGINNING at an iron pipe in the southern right of way of S. R. 2016
(known as Newton Road), said beginning point being the northwestern
corner of the M. F. Newton property; runs thence for a first call South
09 degrees 05 minutes 15 seconds West 405.23 feet along the property of
M. F. Newton to an iron pin; thence along the northern line of Lake
Forest Subdivision South 66 degrees 27 minutes 45 seconds West 1695.46
feet to an iron pin; runs thence along the eastern line of property owned
(now or formerly) by W. G. Mordecai North 26 degrees 13 minutes 00
seconds West 1112.58 feet to a point in the southern right of way of S. R.
2016; runs thence with the curve of the southern right of way line of said
S.R. 2016 the following courses and distances: in a northeasterly direction
along the arc of a curve having a radius of 746.63 feet, a distance of
31.4 feet to a point, North 68 degrees 01 minutes 28 seconds East 615.80
feet to a point, in a westerly direction along the arc of a curve having
a radius of 543.92 feet a distance of 294.88 feet to a point, South 80 de-
grees 54 minutes 46 seconds East 608.69 feet to an iron pin, and South 80
degrees 54 minutes 45 seconds East 626.90 feet, the point and place of
BEGINNING according to survey entitled "Willow Run South, Raleigh,
North Carolina," dated July 18, 1973 by Triangle Engineering Associates,
Inc., which survey is recorded in Book of Maps 1973, Page 410, Wake County
Registry.

No additional land shall be deemed to be subjected to these particular
protective covenants except by express written declaration to that
effect; and

WHEREAS, the Declarants are desirous of subjecting 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 owner thereof;

NOW, THEREFORE Declarants hereby declare that the real property described above is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

1. Preamble. The real estate described above and other lots in this subdivision now or hereafter made subject to similar protective covenants (hereinafter called Willow Run South) are developed by the Declarants with the desire to develop a private, exclusive and harmonious community of people and homes, and Declarants thereby reserve the authority to approve or disapprove architectural plans of proposed construction and the location of improvements on each lot as provided in paragraph 4 hereof.

2. The real property above described is hereby made subject to the protective covenants and restrictions hereby declared for the purpose of insuring the best use and most appropriate development and improvement of each lot thereof; to protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of the property of each; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon 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 building sites; to secure and maintain proper setbacks from streets, adequate free space between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

3. Each lot above described shall constitute a residential building site (hereinafter called "Building Site") and shall be used for residential purposes only. The lay of the lots as shown on the recorded plat shall be substantially adhered to, provided, however, with the prior written approval of Declarants,

their successors or assigns, or the Architectural Committee, hereinafter referred to, the size and shape of any building site may be altered provided that no building site or group of building sites may be resubdivided so as to produce a greater number of building sites. More than one lot may be used as one building site provided the location of any structure permitted thereon is approved in writing by the Architectural Committee referred to in Paragraph 4 hereof. Except as provided in this paragraph, no structure 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 private garage for not more than three cars. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be constructed on any building site provided it is accompanied by the main dwelling referred to in the preceding sentence, which apartment may be occupied by domestic servants employed at said main dwelling on the same building site or may be used as a guest house. Such apartment shall not be used otherwise, and in no event shall such apartment be rented. Such efficiency apartment may not be constructed unless said main dwelling has first been constructed or unless they are constructed at the same time.

4. No building, fence, mail box, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any building site until the building plans, specifications and plot plans showing the location of such improvements on the building site have been approved in writing as to conformity and harmony of external design and external materials with existing structures in the area and as to location with respect to topography, finished ground elevation and neighboring structures by an architectural committee (herein called "the Architectural Committee") composed of three (3) persons designated and appointed by the Declarants or their successors or assigns. In the event the Architectural Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the

completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Members of such Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

5. Except with the prior written approval of the Architectural Committee, no building of any kind, including garages, shall be located on any building site; less than 35 feet from any street, less than 15 feet from any side lot line, less than 40 feet from any rear lot line, or within 20 feet of the buffer zone as reflected on the aforementioned recorded plat. Due to circumstances existing at the time these covenants are put on record, Lots 1 and 33A according to the aforementioned recorded plat are specifically released from this covenant concerning building location. The location of a building on Lots 1 and 33A shall be where such building exists at the time these covenants are recorded, however, if such building is ever destroyed or removed, the new location of a building on said lots shall be upon written approval of the Architectural Committee. Declarants reserve the right to waive minor violations of the set-back and side line requirements set forth in this paragraph. (Violations not in excess of 10% of the minimum requirement shall be deemed minor.

6. No residential structure, which has a minimum area of less than 2,250 square feet of heated area for two-story structures and split-level structures and 2,000 square feet of heated area for one-story structures, exclusive of porches, basements and garage, shall be erected or placed on any building site.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on the recorded plat, 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 of drainage, channels and easements, or which may obstruct or retard the flow

of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained by the owner of the lot, except for the improvements for which the public authority or utility company is responsible.

8. 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 an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises unless approved in advance by the Architectural Committee. No trade materials or inventories may be stored upon the premises and no trucks, boats, recreational vehicles of any kind or tractors may be stored or regularly parked on the premises except in garages or well screened enclosures. No business activity or trade of any kind whatsoever shall be carried on upon any building site.

9. No trailer, basement (unless said basement is part of a residence erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any building site covered by these covenants, except as specifically permitted herein.

10. No animals or poultry of any kind (including chickens), other than house pets, shall be kept or maintained in any part of said property.

11. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back line established herein, except upon the approval by the Architectural Committee.

12. Adequate off-street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner, and owners of building sites shall not park their automobiles on the streets in this subdivision. School busses shall not be parked on the streets of this subdivision.

13. 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 Declarants may have the required work done and the cost thus incurred by Declarants shall be paid by the owner.

14. Declarants, for themselves and their successors and assigns, do hereby reserve, and are given a perpetual easement, privilege and right for the benefit of all lot owners in Willow Run South, to the buffer zones as reflected on the aforementioned recorded map. Such areas have been reserved to insure the natural beauty of the outskirts of Willow Run South. Lot owners through which the buffer zone passes are restricted from altering the natural state or in any way defeating (including but not limited to using such areas as a direct access to Newton Road) the purpose of the Declarants in reserving such area.

15. 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 to be visible.

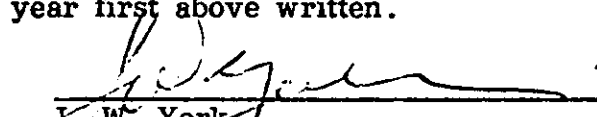
16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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.

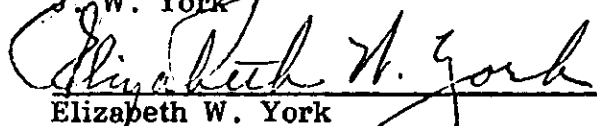
If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property which is subject to these or substantially similar covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

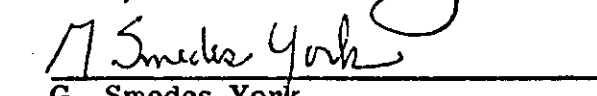
17. Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

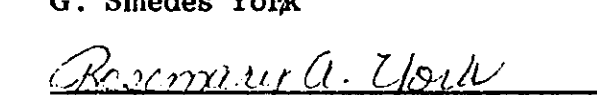
THAT, D. H. Carpenter and J. G. Brinkley, Trustees, and First Citizens Bank and Trust Company as Beneficiaries holding a lien on the property restricted herein as set forth in a deed of trust recorded in Book 2189, Page 191, Wake County Registry join in the execution of this instrument to subordinate said lien to the within protective covenants. That Daniel R. Dixon, Trustee, and Troy T. Newton and wife, Betty Lou Newton as Beneficiaries, holding a lien on a portion of the property restricted herein as set forth in a deed of trust recorded in Book 2016, Page 213, Wake County Registry join in the execution of this instrument to subordinate said lien to the within protective covenants. The said Troy T. Newton and wife, Betty Lou Newton also join in the execution of these restrictions to subordinate and subject their life estate reserved in Book 2013, Page 313, Wake County Registry, to the within protective covenants; which life estate affects portions of Lots 32, 33 and 33A as shown on the aforementioned recorded map, provided that, notwithstanding anything contained herein to the contrary, so long as said Troy T. Newton and Betty Lou Newton retain said life estate in any of the property subjected to these restrictions, such property subject to said life estate shall be exempt from compliance with any of the foregoing restrictions, and no action to enforce the same under paragraph 16 hereof may be maintained against said Troy T. Newton and wife, Betty Lou Newton.

IN WITNESS WHEREOF, Declarants have caused this agreement to be executed as of the day and year first above written.

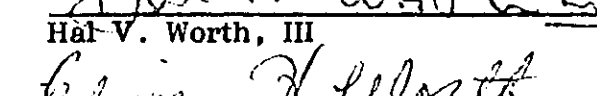
 (SEAL)
J. W. York

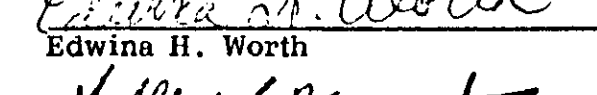
 (SEAL)
Elizabeth W. York

 (SEAL)
G. Smedes York

 (SEAL)
Rosemary A. York

 (SEAL)
Hal V. Worth, III

 (SEAL)
Edwina H. Worth

 (SEAL)
Hollis W. Plimpton, Trustee

D. H. Carpenter (SEAL)
D. H. Carpenter, Trustee

J. G. Brinkley (SEAL)
J. G. Brinkley, Trustee

ATTEST:

FIRST CITIZENS BANK & TRUST COMPANY

By: Donald H. Carpenter
Sr. Vice President

Daniel R. Dixon (SEAL)
Daniel R. Dixon, Trustee

Troy T. Newton (SEAL)
Troy T. Newton

Betty Lou Newton (SEAL)
Betty Lou Newton

NORTH CAROLINA
WAKE COUNTY

I, Etzel C. Stephenson, a Notary Public in and for the
aforesaid county and state, do hereby certify that D. H. Carpenter, Trustee and
J. G. Brinkley, Trustee, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 24th day of January,
1974.

Etzel C. Stephenson
Notary Public

My commission expires:
June 10, 1975

NORTH CAROLINA
WAKE COUNTY

This is to certify that on the 24th day of January, 1974, before me
personally came D. H. Carpenter and J. G. Brinkley, (president,
vice-president, secretary, or assistant secretary), with whom I am personally
acquainted, who being by me duly sworn, says that D. H. Carpenter
is the Senior Vice President, and J. G. Brinkley is
the Secretary of First Citizens Bank & Trust Company
the corporation described in and which executed the foregoing instrument;
that he knows the common seal of said corporation; that the seal affixed to
the foregoing instrument is said common seal, and the name of the corporation
was subscribed thereto by the said Senior Vice President, and that the
said Senior Vice President and Secretary subscribed
their names thereto, and said common seal was affixed, all by order of the
Board of Directors of said corporation, and that the said instrument is the
act and deed of said corporation.

WITNESS my hand and official seal this the 24th day of January,
1974.

Etzel C. Stephenson
Notary Public

My commission expires:
June 10, 1975

NORTH CAROLINA

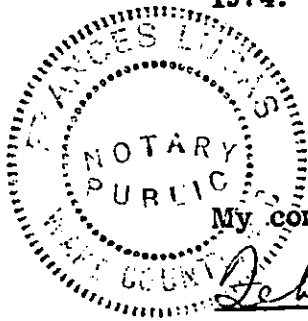
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WAKE COUNTY

I, James Lucas, a Notary Public in and for the aforesaid county and state, do hereby certify that J. W. York, Elizabeth W. York, G. Smedes York, Rosemary A. York, Hal V. Worth, III, and Edwina H. Worth, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 22nd day of January

1974.



My commission expires:

February 4, 1975

James Lucas
Notary Public

NORTH CAROLINA ~~FLORIDA~~

~~BROWARD~~
WAKE COUNTY

I, Sharon Ziegler, a Notary Public in and for the aforesaid county and state, do hereby certify that Hollis W. Plimpton, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 20th day of November

1973.

Sharon Ziegler
Notary Public

My commission expires:

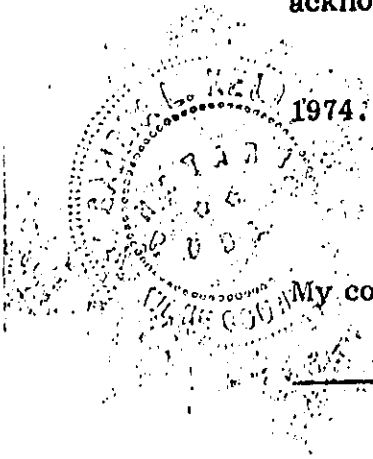
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 12, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

NORTH CAROLINA
WAKE COUNTY

I, [Signature], a Notary Public in and for the aforesaid county and state, do hereby certify that Daniel R. Dixon, Trustee, Troy T. Newton and Betty Lou Newton, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 22nd day of January

1974.



My commission expires:

February 17, 1975

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Ethel C. Stephenson,
James Lucas, Sharon Ziegler,
Sandra S. Kelly

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2222 Page 56

This day of January

1974, at 4:10 o'clock P.M.

J. A. HOWLAND, Register of Deeds
By Mary S. Loper
Deputy Register of Deeds