

NORTH CAROLINA

BOOK 2735 PAGE 710

WAKE COUNTY

THIS DECLARATION, made this 15th day of May, 1979,
by THE NORTHWESTERN BANK, a North Carolina Corporation, hereinafter
called "Declarant";

W I T N E S S E T H: That

WHEREAS, the Declarant is the owner of the real property described
in Article I of this Declaration and is 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 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 the
Articles of this Declaration is located in the County of Wake, State
of North Carolina, and is more particularly described as follows:

Being all of Lots Nos. 1-11, inclusive, Block A and Lots 2-13,
inclusive, Block B according to plat entitled "Woodstream", dated
December 7, 1978, prepared by John A. Edwards & Company, Consulting
Engineers and recorded in Book of Maps 1978, Volume 8, Page 921,
Wake County Registry, North Carolina.

No 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 referenced hereto.

ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use 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 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 lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper set-backs 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 III

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. 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 stories in height and a private garage for not more than two cars.

ARTICLE IV

BUILDING LOCATION. No building shall be erected, placed, or altered on any premises in said development until the building

plans, specifications, and plot showing the location of such buildings, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within thirty 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 committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE V

DWELLING SIZE. Except with the prior written approval of the Architectural Committee, no dwelling shall be permitted on any building unit which dwelling has a ground floor area of the main structure, exclusive of basement, porches, garages and storage areas, of less than 1400 square feet for a one-story building nor of less than 1000 square feet on the ground floor of a one and one-half story dwelling; provided that dwellings of one and one-half stories shall have at least 250 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-story dwellings shall have a minimum of 900 square feet on the first

floor and 750 square feet of finished living area on the second floor. Split-level houses shall have a minimum floor area of 1200 square feet, exclusive of basement or unfinished area, or shall have a minimum floor area of 1100 square feet, exclusive of basement or unfinished area if the basement level contains additional floor area of at least 250 square feet of living area finished as to workmanship and materials comparable to the remaining level or levels.

ARTICLE VI

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 35 feet, provided, however, that on a corner lot, a dwelling may be located not nearer than 25 feet to one street if same is at least 35 feet from the other street. No building shall be located nearer than 10 feet to an interior lot line except that a 5 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. For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the setback and side line requirements set forth in this paragraph. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.)

ARTICLE VII

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed

on any lot having an area of less than 10,000 square feet; provided, however, a dwelling may be constructed on any lot shown on the above referred to recorded map.

ARTICLE VIII

EASEMENTS. 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 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 in the easements, or which may obstruct or retard the flow of water through 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.

ARTICLE IX

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. 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.

ARTICLE X

TEMPORARY STRUCTURES. No trailer, tent, shack, barn, or other outbuilding, except a private garage for not more than two cars, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE XI

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein or within 25 feet of any golf course property line, except upon approval by the Architectural Committee.

ARTICLE XII

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XIII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles.

ARTICLE XIV

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 XV

The Northwestern Bank reserves the right to subject said property to a contract with Carolina Power and 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 a continuing monthly payment to Carolina Power and Light Company by the owner of each lot.

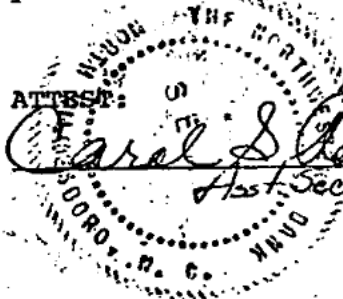
ARTICLE XVI

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.

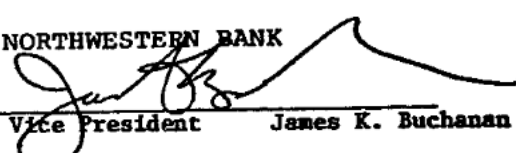
ARTICLE XVII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise 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 be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its Vice President, attested by its Asst. Secretary and its corporate seal to be hereunto affixed, by order of its Board of Directors duly given, all as of the day and year first above written.

ATTEST:

Carol S. Roberts
 Asst. Secretary

THE NORTHWESTERN BANK

By: 

Vice President

James K. Buchanan

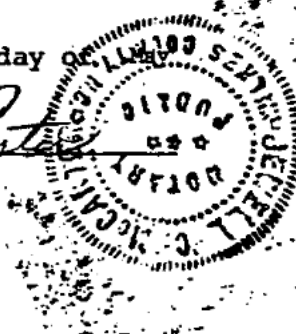
NORTH CAROLINA

WILKES COUNTY

This 29th day of May, 1979, personally came before me Jewell C. McCarter, a Notary Public in and for the County and State aforesaid, James K. Buchanan who, being by me duly sworn, says that he is the Vice President of The Northwestern Bank, that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given, and the said James K. Buchanan acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 29th day of May, 1979.

Jewell C. McCarter
Notary Public



My Commission Expires:

10/11/83

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of *Jewell C. McCarter*

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2735 Page 710

This 4 day of June, 1979, at 10:30 o'clock A.M.

By *James B. Johnson*
Deputy Register of Deeds