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Prepared by and Mail to:

Senter and Stephenson
Post Office Box 446
Fuquay-Varina, NC 27526

PRESENTED
FOR
REGISTRATION
95 FEB 17 PM 2:49
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

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95 FEB 17 PM 2:49
KENNETH C. WILKINS
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WAKE COUNTY

PROTECTIVE COVENANTS
OF
WYNSTONE SUBDIVISION

Book of Maps 1995, pages 31 & 32
JAS

KNOW ALL MEN BY THESE PRESENTS that STONE HOME PARTNERS, A North Carolina General Partnership, owners, developer and declarant; hereby agrees with all persons, firms and corporations who hereafter acquire a lot from the above referenced subdivision (Wynstone Subdivision) that the following protective covenants shall apply to all lots conveyed out of said subdivision and said restrictions shall run with the properties by whomsoever owned, which covenants are as follows:

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 # 1 through 41 of Wynstone Subdivision, as shown on that map recorded in Book of Maps 1995, pages 31 & 32, Wake County Registry, reference to which is hereby made for greater certainty of description. 31 & 32
JAS

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 reference hereto.

ARTICLE II

All lots shall be used for residential purposes exclusively. No structure, except as hereafter provided shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height, and a private garage for not less than two (2) cars. All homes are to be stick built and no house shall be moved onto any lot. However, the Declarant reserves the right to erect and place a temporary sales office on any lot still owned by it and to be used only as a sales office for a period not to exceed four years.

ARTICLE III

No dwelling shall be permitted to be erected or remain on any lot with the ground floor area of the main structure (exclusive of one-story open porches and garages) of less than 1800 square feet of heated and/or cooled space, for a one-story dwelling, or less than 1800 square feet for a one and one-half (1 1/2) story dwelling with a minimum of 900 square feet, on the first floor, and a minimum of 900 square feet on the first floor of a two (2) story dwelling, not to include bonus rooms over garages, with a minimum of 1800 square feet total. All foundations shall be constructed of brick veneer, block or stucco, and all exposed chimney walls shall be of brick veneer, except in the event a gas fireplace is installed. No house shall be built on a concrete slab. All dwellings shall be constructed by a licensed contractor.

ARTICLE IV

No building shall be located on any lot nearer than sixty (60) feet to the front lot line or street abutting the front of any lot or nearer than ten (10) feet to a side street. No building shall be located nearer than ten (10) feet

**This instrument is being re-recorded to reflect both page numbers of the map for this subdivision. Page 32 was omitted at the first recording. The correct Book of Maps Reference is Book of Maps 1995, pages 31 and 32.

Stephenson

to an interior lot line; provided, however, that on corner lots the dwelling may face either street and may be located not nearer than thirty (30) feet to one street if the same is at least sixty (60) feet from the other street. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot. Declarant reserves the right to waive set back violations not in excess of ten percent (10%) of the setback requirements.

ARTICLE V

No building, outside lighting, newspaper box, screen planting, fence or fencing or any improvements shall be erected, placed or altered on an building site unless approved by the declarant. Building plans, specifications, and plot plans showing the location of improvements on the building site must be approved in writing as to conformity and harmony of external design, external materials with existing structures in the area as to location with respect to topographical, lakes, finished ground elevation and neighboring structures by Declarant or the architectural committee approved by Declarant. *STONE HOME PARTNERS, A North Carolina General Partnership* shall be designated as the sole architectural committee until the last house is built; at that time, a new committee will be appointed by *STONE HOME PARTNERS, A North Carolina General Partnership*. No fence or fencing will be approved that is higher than six feet when measured from the ground to the top of the fence. Any fence or fencing allowed must be maintained in a good and aesthetically appealing condition by the owner. In the event Declarant fails to approve or disapprove such design or location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of any building authorized in these Articles 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.

ARTICLE VI

No lot described in Article I of these Restrictive Covenants may be re-subdivided. A dwelling may be placed on more than one lot when two or more lots are owned by the same party and any placement of a building on the dividing lines of any two or more lots shall then become one building lot for that particular dwelling, providing that plans and specifications for the same have been approved by Declarant or the appointed architectural committee.

ARTICLE VII

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trade materials, inventories, cars, trucks, tractors, or any motor vehicle, inoperable or unlicensed, 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. No "all terrain vehicles" will be permitted to operate on any lot or street within the subdivision.

ARTICLE VIII

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, temporarily or permanently. No trailer (except recreational vehicles and boats which are parked behind the dwelling), tent shack, or barn shall be erected or placed on any lot covered by these covenants. No storage shed shall be permitted on any lot covered by these covenants unless approved by the Declarant or the appointed architectural committee. No such building shall be built of old materials. All storage buildings must be of the same materials as the main dwelling, to include paint colors and shingles. All playground equipment and storage buildings shall be placed to the rear of the main dwelling structure. No clothes lines are permitted except manufactured umbrella types having only one pole. All fuel or propane tanks must be placed below ground level and when one cannot be placed below ground level, then the same will be screened on three sides by a lattice type material to prevent view from the main road. No above ground pools will be allowed.

ARTICLE IX

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot with the following exceptions. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. The household pets must be kept and contained on owners' property.

ARTICLE X

No approved fence, wall, hedge or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the back of the dwelling erected on said lot. Fencing that is approved by the architectural committee as stated in Article V for an enclosure for pets must not be closer than ten feet from any side or rear line.

ARTICLE XI

All driveways placed on the lot must be made of concrete and be at least ten (10) feet in width. Driveway pipe shall be fifteen (15) inch reinforced pipe and shall consist of twenty (20) feet in length.

ARTICLE XII

No satellite disc nor any other electronic receiving or transmitting equipment will be allowed on any lot.

ARTICLE XIII

No motor vehicle licensed to carry more than two tons shall be allowed or parked on any lot or street within said subdivision except those vehicles delivering building materials to develop or improve the lots within the subdivision or to carry furniture for any homeowner with said subdivision.

ARTICLE XIV

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors or assigns.

ARTICLE XV

All trash cans, incinerators or other equipment for the storage or disposal of rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition confined to the rear of the lot except those times when garbage pick-up is provided.

ARTICLE XVI

All lots shall be properly seeded to prevent erosion and landscaped to beautify the lot, and are to be maintained in a neat and clean appearance. Owners of occupied homes or homes for sale will keep the lawns mowed on a regular basis and generally keep the appearance neat and clean. All lots owners will keep the road right of way mowed and seeded with grass. No lot may be used for storage of building material in excess of 60 days and any building materials placed on a lot shall be used for the dwelling to be built on that lot only.

ARTICLE XVII

Permanent or temporary subdivision name signs shall be allowed on any corner lot at the entrance of the subdivision from the public road.

ARTICLE XVIII

Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building lot.

ARTICLE XIX

All pump and well enclosures must be covered and constructed of material approved by the declarant which must be prior approved. Dimensions for all pump and well enclosures will be determined by the declarant.

ARTICLE XX

Any and all authority delegated to the Declarant by these covenants shall be transferred to a Homeowners Association formed by a majority of the lot owners of the subdivision. Such transfer shall take place when all lots have been conveyed by the Developer/Declarant, provided such an association has been formed at that time. If no association has been formed at the time of the last conveyance by Developer/Declarant the transfer shall take place upon the formation of such association. In no event shall Declarant/Developer be responsible for enforcing these covenants after a period of twelve months has elapsed from the time of Declarants/Developers conveyance of the last lot.

ARTICLE XXI

Enforcement of these covenants by any one or combination of lot owners 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 XXII

Invalidation of any one of these covenants by judgement or court order in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE XXIII

These covenants are to run with the land and shall be binding on all persons claiming under them for a period until 31st December 2023 at which time they will expire.

IN TESTIMONY WHEREOF, STONE HOME PARTNERS, A North Carolina General Partnership, by authority granted by the partners, has caused this instrument to be executed.

This the 5th day of January 1995.

STONE HOME PARTNERS, A North Carolina General Partnership

BY: Percy L. Johnson
Percy L. Johnson, Partner

BY: Hubert C. Stanley, Sr.
Hubert C. Stanley, Sr., Partner

NORTH CAROLINA COUNTY OF WAKE

I, the undersigned notary public, do hereby certify that Percy L. Johnson, Partner and Hubert C. Stanley, Sr., Partner of STONE HOME PARTNERS, A North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

JESSICA BETH DRY

NOTARY PUBLIC my hand and stamped notary seal, this the 5th day of January 1995.
WAKE COUNTY, N. C.

Jessica Beth Dry Notary Public

My commission expires 10 March 1998.

The foregoing certificate of Jessica Beth Dry, Notary Public of Wake County, is 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.

by: P. Anne Read KENNETH C. WILKINS, Register of Deeds
Assistant/Deputy Register of Deeds