

PRESENTED
FOR
REGISTRATION

BOOK 2970 PAGE 128

OCT 28 4 02 PM '81

STATE OF NORTH CAROLINA
COUNTY OF WAKE

PROTECTIVE COVENANTS OF
SUMMERWINDS, PHASE III
REGISTER OF DEEDS BOOK OF MAPS 1981, PAGE 861
WAKE COUNTY, N.C.

KNOW ALL MEN BY THESE PRESENTS: That Summerwinds, Inc., does hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any property in the area hereafter described, that all lots shown on map of Summerwinds, Phase III, according to map recorded in Book of Maps 1981, Page 861, Wake County Registry, are hereby subject to the following restrictions as to the use thereof, which shall run with said property by whomsoever owned, to wit:

1. BUILDING UNIT. A building unit shall consist of Lots 1 through 6, 14 through 40 and 42 through 48, as specifically enumerated on the map of Summerwinds, Phase III, as recorded in Book of Maps 1981, Page 861, Wake County Registry. The owners of said lots or building units may vary the line of the said lots, but except as might be otherwise provided herein, shall not resubdivide the lots in such manner that the number of lots within the subdivision will be increased.

2. LAND USE AND BUILDING TYPE. No building unit shall be used except for residential purposes and no part of said property shall be used for business manufacturing or commercial purposes. No part of any lot or building unit shall be used for street purposes except with the prior written approval of Lacy W. Buffaloe, his heirs, or assigns, or by such person or persons as he shall in writing designate. No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached single-family dwelling not to exceed 2½ stories in height, a private garage for not more than two cars and outbuildings incidental to residential use provided however, that no buildings other than the dwelling shall be allowed except with the prior approval of Lacy W. Buffaloe, or by such person or persons as he shall designate in writing. A private garage for more than two cars may be allowed, if Lacy W. Buffaloe or such person or persons as he shall designate in writing shall approve said garage, and if it shall comply with Paragraph 5 of these protective covenants.

3. DWELLING SIZE. No dwelling shall be permitted on any building unit which dwelling has a total finished living area of less than 1800 square feet. For a one story dwelling the finished living area shall be a minimum of 1800 square feet. For one and a half story dwellings, the finished living area of the ground floor shall be at least 1300 square feet. For two-story dwellings, the finished living area of the first floor or ground floor shall be at least 1200 square feet. For split levels, the finished living area of the first and upper levels shall be at least 1200 square feet. For purposes of this covenant, basements, porches, garages and storage area shall not be considered as a part of the finished living area.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 60 feet nor nearer to any side street line than 30 feet. No building or structure shall be located nearer than 15 feet to an interior lot line, provided that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the front lot line. For the purposes of this covenants, eaves, steps and open proches shall not be considered as a part of any building, or building unit to encroach on another building unit.

5. ARCHITECTURAL APPROVAL. In order to maintain architectural beauty in this subdivision, and to guard against the erection therein of poorly placed, designed or proportioned structures, no building shall be erected, altered, or permitted to remain on any building unit until a plot plan showing the location of said building on the lot and the plans and specifications showing the type and exterior lines thereof have been submitted to and approved in writing by Lacy W. Buffaloe or by such person or persons as he shall in

writing designate. In the event Lacy W. Buffaloe or the person or persons designated by him fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted as herein required, such approval will not be required and this covenants shall be deemed to have been fully complied with. All dwellings shall be constructed with brick or approved siding.

6. PROHIBITED STRUCTURES. Mobile homes, shell homes modular homes, pre-cut, pre-assembled and package homes and all other similar type buildings are expressly prohibited on any lot in the subdivision, except that Lacy W. Buffaloe or such person as he shall in writing designate may without being required to do so, approve a home or other out building on any lot with some of its components being pre-cut.

7. WAIVER OF VIOLATIONS. Lacy W. Buffaloe or someone designated by him in writing shall have absolute authority to waive minor violations of Paragraphs 3 and 4 of these restrictions. A minor violation of these restrictions shall be construed to mean not more than ten (10%) percent.

8. 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 the recorded plat, in which case the plat shall control. Within these easements, no structure, fence, planting or other materials 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.

9. NUISANCES. No noxious or offensive 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 boats, campers, trucks, abandoned cars, mobile homes or trailers shall be placed or permitted to remain on a street or in front of any dwelling constructed on the property.

10. TEMPORARY STRUCTURES. No structure of a temporary kind, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

11. PETS. No animals, livestock or poultry shall be raised, bred, kept or allowed to remain on any lot other than household pets, and household pets shall not be bred or maintained for commercial purposes.

12. TERM. These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded. These covenants may be extended or modified by an instrument recorded prior to the termination of these covenants signed by a majority of the then owners of the lots affected by these covenants.

13. ENFORCEMENT. Enforcement of these covenants 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.

14. 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 be take action to enforce 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.

15. ELECTRICITY. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for 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 & Light Company by the owner of each building unit.

SUMMERWINDS, INC.

By: Lacy W. Buffaloe
Lacy W. Buffaloe, President

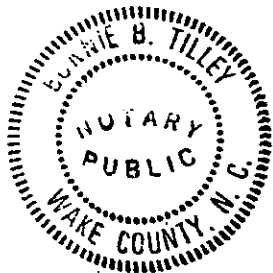
ATTEST:

Carolyn P. Buffaloe
Carolyn P. Buffaloe, Secretary

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This is to certify that on the 27 day of October, 1981, before me personally came Lacy W. Buffaloe and Carolyn P. Buffaloe, with whom I am personally acquainted, who being by me duly sworn, says that Lacy W. Buffaloe is the President and Carolyn P. Buffaloe is the secretary of SUMMERWINDS, INC., the corporation described in and which executed the foregoing instrument; that they know 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 President, and that the said 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 instrument is the act and deed of said corporation.

Witness my hand and official seal this the 27 day of October, 1981.



Bonnie B. Tillery
Notary Public
My Commission Expires: 10-13-86

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of Bonnie B. Tillery

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.

R. B. McKENZIE, JR., Register of Deeds

By Charles A. Pilling
Act. Register of Deeds