

BK013631PG00229

EXHIBIT A

COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants, conditions and restrictions shall apply:

- I. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes; provided, however, Declarant or Declarant's assign, may use any Lot within the Property as a temporary sales office and/or model home for the purposes of carrying on business related to the development, improvement and sale of lots and/or homes within the Property. The temporary sales office may be a trailer and shall not be required to have a foundation. No structure 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 (2 1/2) stories in height, a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the Lot. Any out-building or detached garage shall be constructed of similar materials to that of the main dwelling. No metal out-buildings shall be allowed. Nothing herein shall be deemed to prohibit conversion of a Lot to a street.

No mobile home, manufactured home, trailer home or modular home shall be placed or permitted to remain on any Lot except as allowed for a temporary sales office as provided herein.

2. DWELLING UNIT. The minimum heated square footage of a dwelling, exclusive of open or screened porches, carports, garages and decks, may not be less than 1600 square feet for a one-story dwelling, provided a two car garage is attached as well, less than 1700 square feet for a one and one-half story dwelling and less than 1800 square feet for a two-story or two and one-half story dwelling.
3. ARCHITECTURAL APPROVAL. No building, fence or other structure shall be erected, placed or altered on any Lot until the proposed building location, specifications, exterior materials and color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas, exterior shape, size and height) shall have been approved in writing by the Declarant. This right shall continue until Declarant has sold one hundred percent (100%) of all properties, Thereafter, such architectural approval shall be governed by the Board of Directors of the Association (as defined in the Declaration recorded in Book 6518, Page 519, Wake County Registry). In any event, no vinyl siding shall be allowed.
4. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plat of the Subdivision or as otherwise required or permitted by the Wake County zoning ordinances and regulations (the "Zoning Ordinance"). For purposes of these setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the Zoning Ordinances as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On

BK013632PG00230

corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

5. FENCES. No fence or wall shall be erected on any Lot closer to any street than the rear or side building setback line. No fence shall be located closer to the front of a dwelling than the rear corners of the dwelling.
6. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.
7. PARKING; DRIVEWAYS AND PARKING PADS, ABANDONED VEHICLES. Vehicles may be parked or stored **only** on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paving parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have a concrete surface.

Work vehicles, that are not otherwise prohibited herein, may be parked but not stored, in accordance with the terms herein regarding vehicles in general.

No mobile house trailer (whether on or off wheels), tractor trailer trucks or cabs, or commercial vehicle of any kind shall be parked on any street or on any Lot within the Subdivision. Vehicles or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), boats and boat trailers shall be parked behind the front corner of the Dwelling Unit on any Lot and located or screened so as to be concealed from view of any other Lot and street rights of way. Approval for said screening shall require Architectural Approval as described in Paragraph 3 of these covenants, conditions and restrictions.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the Subdivision or the Common Area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

No street parking shall be allowed except for overflow guest parking and then only for brief periods of time not to exceed 24 hours.

8. ANIMALS. No animals, livestock, pigs or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes, and provided such pets shall not be a danger or menace or offensive to others and provided further that they are kept, maintained and controlled in compliance with all applicable laws.

BK013632PG00131

9. NUISANCES: BUSINESS ACTIVITY. 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 business trade or activity may be conducted on any Lot unless permitted by the Wake County zoning ordinances and regulations.
10. SIGNS. Except as otherwise required by Wake County, no sign of any kind shall be displayed to the public view on any Lot except signs used to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election.
11. ANTENNAS; SATELLITE DISHES OR SIGNS. No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. However, a satellite antenna receiver or disc will be permitted on a Lot if: (i) the receiver or disc is not larger than two feet (2) in diameter; (ii) the receiver or disc is located on the side of the house away from the street and within the building set back lines applicable to that Lot; and (iii) the receiver or disc is located or screened in such a way that it cannot be seen from any street within the Subdivision. In no event shall any free-standing transmission or receiving tower be permitted on any Lot.
12. MAILBOXES AND NEWSPAPER TUBES. All mailboxes and newspaper tubes shall be subject to Architectural Approval as provided elsewhere herein and may be subject to guidelines specifying one or more of the following: method and type of support; style; material; color; size; height; and numbering or lettering and style to be placed or affixed on a mailbox or newspaper tube.
13. MAINTENANCE OF LOTS CONSTRUCTION. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at its option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

BK013632PG00232

14. CLOTHESLINES. No exterior clothesline may be erected or maintained on any Lot.
15. GARBAGE: UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.
16. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval required by Article VIII of the Declaration. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by Wake County.
17. EXTERIOR MAINTENANCE. The owner of each Lot shall maintain the grounds and Improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner,
18. EASEMENTS. Easements for the installation, maintenance and repair of sanitary sewer and storm water drainage facilities are reserved as shown on the recorded plats. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Wake County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten-foot (10') right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five-foot (5') right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.
19. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

BK013632PG00133

20. UNINTENTIONAL VIOLATIONS. Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated as stated herein, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that no waiver may be granted for a violation in excess of twenty-five percent (25%) of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.
21. STREET LIGHTING. Declarant reserves the right to subject the Subdivision to a contract with Progress Energy ("Progress") for installation of street lighting, which contract requires a continuing monthly payment to Progress by each residential customer.
22. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. An annual assessment shall be due on any vacant Lot, until such time as the Dwelling Unit on any Lot is completed. Following the said completion of the Dwelling Unit, assessments shall be due and payable as provided in the Declaration recorded in Book 6518, Page 519, Wake County Registry. It is the intent of the foregoing that neither the Declarant nor a builder who acquires a Lot for the purpose of constructing a dwelling thereon shall pay annual or special assessments.
23. 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 herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.
24. SEVERABILITY. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
25. TERM. These covenants shall run and bind the land and all owners thereof for a period of twenty-five (25) years from the date they are recorded, after which time, they shall be automatically extended for successive periods often (10) years unless altered or amended as set forth below. These covenants may be amended during the first five year period by the Declarant, without the approval or joinder of any other person. These covenants may also be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than eighty-percent (80%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five (75%) of the Lots.
26. DECLARANT. Declarant is Winslow Properties Development Company, Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by Wake County. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer model home, or other temporary improvement installed by or with the approval of Declarant.

BK013632PG00228

IN WITNESS WHEREOF, Owner hereunto has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors to subject its Property to the Restrictions, Conditions and Covenants attached hereto.

L and L of Raleigh, Inc. (Owner of Lots 308, 309 357, 358 and

359 Turner Farms Subdivision Sec. 4 Ph. 9& 10)

By: ^{e;141,424}
Title: 3u a 01-17.4;44c. 'yer

(SEAL)

STATE OF

COUNTY OF t ,011,,11/LX.

I, the undersigned, a Notary Public of the
County and State aforesaid, certify that the
following person(s)
personally appeared before me this day,
and

I have knowledge of the identity of the principal(s)

have seen ^{to} _{yr} of the principal's identity, satisfac by a _{current state} or federal

^{identifica}
^{tion} principal's _{in} the form of a
wit h photograph WC.bi
the

A credible witness _{has} sworn to the identity of the principal(s);

each acknowledging _{foregoing} docume for tkeirmaspose to me that he or she stated voluntarily signed the

therein and in the (Title) of _{L and L of}
capacity indicated: Raleigh, Inc. Owner
(Name of Officer)

of Lots 308, 309, 357; 3 8 and 359

Turner Farms

S/1:1, Sec. 4 Ph. 9& 10_

Witness my hand , 2001

and official seal, 4/4 '

this the 1.3 M_ay of

My co sion expires:

OR
[NOTARY SEAL)

Notary bile

614.6 (0-4/14a4A.-

SX, GUDE^{MAIN}
NOTARY PUBL^{IC}
WAKE COUNV, N

Print *Name* of Notary

.C.