

North Carolina
Wake County

12/12/01 11/2

Declaration of Protective Covenants
for Sunset Forest Subdivision Phase
IV and V

THIS DECLARATION, made on the date hereinafter set forth by George W. Williams and wife Jan W. Williams both citizens and residents of Wake County, North Carolina and Williams and Williams Homes of Excellence, Inc. a North Carolina Corporation, both hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property which is more particularly described in Article I below.

NOW THEREFORE, Declarant hereby declares that all of the properties described below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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 more particularly described as follows:

Being all of Lots 97-104 inclusive, 110-136, and lots 52,53,65, 66, 67 shown on maps of Sunset Forest Subdivision recorded in Book of Maps _2000, Page 2068 and 2069__ Wake County Registry.

Wake County, NC 343
Laura M Riddick, Register Of Deeds

Presented & Recorded 03/12/2001 13:46:06

ARTICLE II

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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 three stories in height and a private garage for not more than three cars. Mobile homes and modular homes are not allowed. Lot lines may be altered and the sizes of lots may be altered provided that no newly formed lot shall be less than Five Thousand (5,000) square feet.

ARTICLE III

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plat showing the location of such building, 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 designated and

appointed by Declarant or such person, firm, or corporation to whom this authority is specifically transferred by Declarant. In the event said committee fails to approve or disapprove such design or location within (30) 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 entitled to any compensation for services performed pursuant to this covenant.

ARTICLE IV

No building shall be erected on any lot outside of the building envelope unless approved by the developer or declarant. The building envelope is determined by the City of Fuquay zoning department.

ARTICLE V

Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded maps. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation of utilities, 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. In addition to drainage easements on the recorded maps, there is an additional continuous drainage easement of (15) fifteen feet on all front and rear property lines and a (10) ten feet drainage easements on all side property lines. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those that are the responsibility of a public authority or utility company. Drainage easement may be relocated from time to time by the owners of the respective lots or the developer to accommodate improvements on such lots, or the addition of adjacent area to such lots provided that the relocation does not thereby adversely affect the drainage of any other lot. Such relocated easements shall be the same width as the original easement.

ARTICLE VI

No obnoxious 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 a nuisance to the neighborhood. No trade materials or inventories may be stored on the premises. No business activity or trade materials of any kind whatsoever, which shall include, but not limited to, the use of any residence as a doctor's office, or a professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop shall be carried on or upon any lot.

ARTICLE VII

No trailer, tent, shack, barn, mobile home, or other outbuilding except a garage for not more than three automobiles shall be erected or placed on any lot covered by these covenants. A storage building can be erected if approved by the architectural committee. No detached garage shall at any time be used for human habitation, temporarily or permanently. All mailboxes and posts must be approved by the architectural committee. No boats or trailers may be parked on any lot without proper screening approved by the architectural committee. All garage doors must be closed when not in use and must be closed after remaining open for one (1) continuous hour in duration. No unregistered automobiles, automobiles under repair, or automobiles on blocks, stands, etc. may be stored on the property

ARTICLE VIII

No animals or poultry of any kind, other than household pets, shall be kept or maintained on any part of said property. No pigs or fur bearing animals may be kept on any lot. No above ground swimming pools are allowed without architectural approval and approved screening..

ARTICLE IX

No "satellite dish" or other transmitting or receiving devices shall be erected on any lot without written approval by the architectural committee. No clothes lines or drying or clothes in the open is allowed when visible from an adjoining lot. All fencing materials and construction must be approved by the architectural committee. Fences are not allowed in front yards. No live trees or shrubbery may be cut or removed without approval from the architectural committee. Chain link fences are not allowed.

ARTICLE X

These covenants are to run with the land and shall be binding to all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of (10) ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XI

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.

ARTICLE XII

Invalidation of any one of these covenants or any part thereof by judgment or Court order shall in no way affect any of the other provisions which shall remain if 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 covenants in the future.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be executed on this 26th day of February 2000.

Williams and Williams Homes of Excellence, Inc.

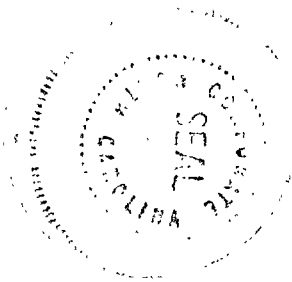
By: Jan W. Williams

Jan W. Williams, President

Attest: George W. Williams (Seal)

George W. Williams

Jan W. Williams
Jan W. Williams



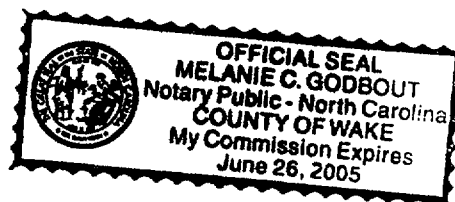
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that GEORGE W. WILLIAMS, personally came before me this day and acknowledged that he is secretary of WILLIAMS and WILLIAMS HOMES OF EXCELLENCE, INC., a North Carolina Corporation, and tat by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by HIM as its Secretary.

Witness my hand and official stamp or seal,
this 26th day of FEBRUARY, 2001.

My commission expires: JUNE 26, 2005.

Melanie C. Godbout
Notary Public



Laura M Riddick
Register of Deeds
Wake County, NC



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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate of _____
_____ *Melanie C. Abbott* _____

_____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By *[Signature]*
~~Assistant/Deputy Register of Deeds~~

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