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Warren & Perry

PRESENTED FOR REGISTRATION

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LAURA M. RIDDICK REGISTER OF DEEDS WAKE COUNTY

STATE OF NORTH CAROLINA

TOWN OF WAKE FOREST

RESTRICTIVE COVENANTS FOR SPRING PARK SUBDIVISION

RAMCO DEVELOPMENT, INC., (hereinafter "Declarant") hereby declare that the property described on Exhibit A attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the following Restrictive Covenants, which shall run with the Property, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE**. All lots shall be used for residential purposes. 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 (21/2) stories in height, and a private garage for not more than three (3) cars, and other out-buildings incidental to residential use of the lot. Nothing herein shall be deemed to prohibit conversion of a lot to a street.

2. **DWELLING SIZE**. The minimum heated square footage of a dwelling may not be less than 1,100 square feet.

3. **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 property or as otherwise required or permitted by the zoning ordinances of the Town of Wake Forest. For purposes of these building 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 of Wake County and the Town of Wake Forest 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 corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the lot abuts.

4. **FENCES**. No fence or wall shall be erected on any lot closer to any street than the back of the house. Chain-link or other metal fencing is permitted and 2" x 4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivision must meet all requirements of Wake County and the Town of Wake Forest and must be approved as provided in Paragraph 17 of these Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any lot or lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision.

5. **TEMPORARY STRUCTURES**. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, 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.

6. **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 paved parking pad, which pad shall be designed for the parking of not more than three (3) vehicles. Any driveway or parking pad constructed upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), or commercial vehicle of any kind shall be parked on the street within the subdivision, nor shall any such vehicle be parked or kept on

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any lot. Furthermore, no boat or boat trailer shall be parked on the street within the subdivision. A boat and/or boat trailer may be parked or kept on a lot if it is parked or kept in such a manner that the vehicle is screened from the street. Screening may be either by fence or plantings, but, in any case, the screening must comply with the Wake Forest Zoning Ordinance and be approved pursuant to Paragraph 17 of these Covenants. No tractor trailer trucks or cabs shall be parked on any street or lot within the subdivision.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot in such a manner as to be seen from any other lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any lot.

7. **ANIMALS**. No animals, livestock, 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.

8. **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.

9. **SIGNS**. Except as otherwise required by the Town of Wake Forest, no sign of any kind shall be displayed to the public view on any lot except signs used by the Declarant to advertise lots for sale during the construction and sales period, one sign of not more than six (6) square feet advertising the property for sale or rent, one builder sign, and signs of not more than six (6) 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 that such political signs shall not be placed on a lot earlier than sixty (60) days before such election and shall be removed within (2) days after such election.

10. **ANTENNAS/SATELLITE DISHES OR DISCS**. No radio or television transmission or reception tower or antenna shall be erected on any lot or rooftop. No satellite disc in excess of 18 inches shall be installed which is visible from the street.

11. **SWIMMING POOLS**. No above ground swimming pools shall be permitted in the subdivision, except that small, inflatable wading pools shall be permitted.

12. **MAILBOXES**. No mailbox shall be placed or maintained on any lot unless the same has been approved in accordance with the provisions of Paragraph 17 of these Covenants.

13. **MAINTENANCE OF LOT/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 damage is not part of or attached to the residence constructed on such lot , the owner may, at his option, either completely remove the damaged structure and landscape 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.

14. **CLOTHESLINE**. No clothesline may be erected or maintained on any lot, except commercial round lines and only in the back yard not to be seen from the front of the house.

15. **GARBAGE/UTILITY STORAGE**. All trash and rubbish shall be kept in garbage cans stored behind the house 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 an approved enclosure the night of the scheduled pickup.

16. **SEPTIC TANKS /WELLS**. No septic tank shall be installed, used or maintained on any lot. No well shall be installed, used or maintained on any lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the lot.

17. **ARCHITECTURAL CONTROL**. No building, fence, wall, driveway, mailbox, or other structure shall be commenced, erected, maintained, or altered upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. If the Declarant fails to approve or disapprove such design and location within (30) days after said plans and specifications have been submitted to it; the plans and specifications shall be deemed to have been approved as submitted. Declarant may retain the services of a registered architect or engineer to review plans and specifications submitted pursuant to this Paragraph. Any approval of plans and specifications by the Declarant shall not constitute or be construed as an approval by the Declarant of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any government entity or to be a substitute for approval by the appropriate governmental agency.

Declarant may, at any time, delegate the review and approval authority contained in this Paragraph 17 to one or more persons or firms, who need not be owners of property within the subdivision, by recording in the Wake County Registry an Assignment of Declarant's Rights. Such authority may be further delegated by the person(s) or firm(s) so appointed, or their successors, by recording such additional Assignments as are necessary. Any use of the term "Declarant" in this Paragraph 17 shall be deemed to apply to Declarant and, when appropriate, to any person(s) or firm(s) to whom architectural review and approval authority has been delegated. Nothing herein shall be construed to permit interference with the development of the lots by Declarant in accordance with its general plan of development.

18. **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.

19. **UTILITY AND DRAINAGE EASEMENTS**. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, plantings, 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 or 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 (10) foot 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 (5) foot right-of-way over, under and along the side lines of each lot for the aforementioned purposes.

20. **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.

21. **UNINTENTIONAL VIOLATIONS**. Declarant, or the person(s) or firms to whom the architectural review and approval authority has been delegated pursuant to Paragraph 17 of these Covenants, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any lot. No such waiver shall be effective unless the lot and all structures thereon are in full compliance with the applicable regulatory provisions of the Town of Wake Forest or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Wake County Registry.

22. **STREET LIGHTING**. Declarant reserves the right to subject the property to a contract for installation of street lighting, which requires a continuing monthly payment by each residential customer for such lightings.

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.

26. **TERM**. These covenants shall run and bind the land sand all owners thereof for a period of 25 years from the date there covenants are recorded after which time., they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the first twenty-five year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the lots, provided, Declarant, so long as he shall own one or more lots, may amend these covenants.

27. **DECLARANT**. 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.

28. **ENTRANCE**. Declarant reserves and dedicates an easement for entrance signs on the corners of 1 and 16 as shown on the map mentioned above.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed as of the 15 day of March, 1999.

(SEAL)

RAMCO DEVELOPMENT, INC.

By: Robert A. Munns (SEAL)
Robert A. Munns, President

ATTEST:
June S. Munns
Secretary

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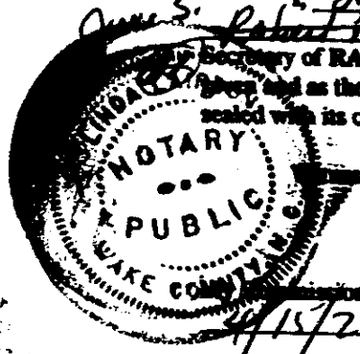
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Linda Lawson, a Notary Public of said county and state do hereby certify that June S. Robert A. Munns personally appeared before me this day and acknowledged she is the Secretary of RAMCO DEVELOPMENT, INC., a North Carolina corporation, and that 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 her as its Secretary.

Witness my hand and official stamp or seal, this the 15 day of March, 1999.

Linda Lawson
NOTARY PUBLIC



My Commission Expires:
4/15/2001

SPRINGPKCOV99

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate(s) of

Linda Lawson

Notar(y)(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 Theodrick C. Bayron
Asst./Deputy Register of Deeds

EXHIBIT "A"

BEING all of Lots 1 through 5 and 7 through 16 of Spring Park Subdivision as shown on plat recorded in Book of Maps 1998, Page 2351, Wake County Registry.