

NORTH CAROLINA
WAKE COUNTY

BOOK 2545 PAGE 457

PROTECTIVE COVENANTS
BENTWINDS SUBDIVISION

THIS DECLARATION, made this 1st day of July, 1977 by JAMES L. DICKENS and wife ELLA LOUISE DICKENS, JAMES C. SLAUGHTER and wife, LUCY L. SLAUGHTER; and F.B. WEST, JR. and wife, CHARLOTTE M. WEST, hereinafter called Developers and ARTHUR RAY TALLEY, JR. and wife, JANE A. TALLEY; FRANKLIN LEE BOONE, JR. and wife, NANCY H. BOONE; and WADE VUNCANNON and wife, LUCILLE R. VUNCANNON hereinafter called "lot owners":

W I T N E S S E T H :

That whereas, the developers are the owners of land described in Book 2128, page 511, Book 2184, page 553, Book 2168, page 429 and Book 2215, page 7 which when developed will be developed into Bendwinds Subdivision and whereas the developers wish to make said land excepting that area of land sold or developed for a golf course, subject to the following restrictions to provide for and insure uniform and orderly development of all building units within said areas of land; and whereas the lot owners herein join in the execution of this instrument only for the purpose of subjecting their individual lots to said covenants as agreed at the time of purchase of their lots identified as follows: Talley--Book 2438, page 358; Boone--Book 2494, page 343; and Vuncannon--Book 2515, page 727;

NOW THEREFORE, developers and owners hereby declares their respective real property hereinbefore described shall be held, transferred, sold and conveyed subject to the protective covenants hereinafter set forth:

(1) Each building unit conveyed shall be used for residential purposes only and no building site may be resubdivided so as to produce a greater number of building sites.

(2) No building, dwelling, screen planting, fence, mail box newspaper box, outside lighting, outside storage building or other improvement shall be erected, placed or altered on any building site until the building plans, proposed sketch or drawing showing the location of such improvements on the building site has been approved in writing as to conformity and harmony of external design and external materials with existing structures in the area and as to location with respect to finished ground area, topography, and neighboring structures by an architectural committee composed of three persons designated and appointed by the developers or their heirs and/or assigns or successors. In the event the architectural committee fails to approve or disapprove such design or location within thirty days after said plans and specifications or sketches or drawings have been submitted to it, or in any event, if no suit to enjoin the erection of such building or structure or the making of any alteration 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. Members of such architectural committee shall not be entitled to any compensation for services performed pursuant to this covenant.

(3) Except with the prior written approval of the architectural no building of any kind, including garages, shall be located on any building site less than 70 feet from any street or state maintained road nor 40 feet from any side street nor 10 feet from any side line nor less than 50 feet from any rear line of any building site that abutts the lake or a fairway provided however that the architectural committee shall be authorized to waiver up to a 15% variance from any such minimum set back requirement in special circumstances.

(4) No residential structure which has a minimum square footage of heated living area of 1,800 exclusive of porches, garages and basements shall be erected or placed on any building site. Approval of residential structure plans prior to building by the architectural committee shall conclusively determine in each case the requirements and definitions herein set out as to the acceptability of heating area, porches, garages and basements.

(5) No trailer, tent, shack, barn, basement (unless said basement is a part of a residence erected at the same time) or other outbuilding shall be erected or placed upon any building site except as specifically permitted within these covenants.

(6) No noxious or offensive activity or trade shall be conducted or allowed upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors. No signs or billboards shall be erected or maintained without the prior approval of the architectural committee. No business activity shall be carried on, no trade materials or inventories, trucks, boats or tractors may be stored or regularly parked on the premises except in a garage or well screen enclosures for truck, boat, tractor or motor home and no trade materials or inventory may be stored under any circumstances. All trash and garbage containers must be stored in the rear of the main residential structure behind screens if said containers can be observed by neighbors or the public and all containers must have lids.

(7) No animals, mammals or poultry on any kind, shall be kept or maintained on any building site except household pets but no more than two of any number or combination of any breed or type. No household pet shall be kept or maintained for any commercial or breeding purpose and no household pet which is latently dangerous to man shall be maintained or kept on any building site.

(8) All building sites which adjoin or abutt any golf course fairway shall be subject to a 25 foot easement for golfers to retrieve or play their golf ball and no fence, hedge or screen shall be placed closer than 25 feet to any such rear line. Said 25 foot rear area shall not be cleared of/^{trees} to less than one tree for each 100 square foot of area.

(9) All building sites which adjoin or abutt the lake shall be subject to a 10 foot easement for members of Bentwinds Country Club to fish along the bank of said lake and for maintenance of the shore line if deemed necessary by the architectural committee. No fence, hedge or screen may be placed closer than 10 feet from the shore line and no boathouses, piers, bath houses, private docks or any kind of structure shall be allowed along the shore line except with the prior written approval of the architectural committee who alone will be allowed to grant an exception. All owners of a building site adjoining or abutting the lake shall keep his building site clear of tall grass, dead trees, rubbish, undergrowth and trash so as to present a pleasing and neat appearance and maintain the proper contour of the lake bank and prevent erosion. In the event any owner or owners does not properly maintain his building site as herein provided, in the opinion of the architectural committee, then the developers or their heirs or assigns or successors may have the required work done and the costs thus incurred shall be paid by the owner or owners. The shore line of the lake shall not be altered or changed in any way.

(10) The developer 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 electric cables and/or installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owners of each building site, except the owner of the golf course shall not be subject to this covenant.

(11) No fence, hedge, wall or other type screen shall be permitted to extend closer to the street than 70 feet and 40 feet to any side street except with the prior approval of the architectural committee.

(12) The owner of each building site shall provide adequate off-street parking for all motor vehicles owned by such owner or his family and owners of building sites agree not to park their automobiles on the streets in this subdivision and owners further agree that no motor vehicle shall be parked on their building site longer than sixty days that is not in operating condition.

(13) Owners of building sites shall keep all yard tools, mowers, tillers, or any yard care utensil stored out of sight of the general public and/or neighbors.

(14) These covenants shall run with and be a part of each building site and shall be binding on all parties and all persons owning any building site until December 31, 2024.

(15) If any owner of any building site shall violate or attempt to violate any or all of these covenants, it shall be lawful for any other owner of a building site within this subdivision to which the same covenants apply to prosecute any proceeding at law or in equity against any such violator and to recover damages or other dues for such violation or attempt or to prevent and cause to remove any violation or attempted violation.

(16) Invalidity of any of these covenants or any part hereof shall in no way affect the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, all parties hereto have set their hands and seals for the reasons and purposes expressed herein.

<u>James L. Dickens</u> (SEAL)	<u>Ella Louise Dickens</u> (SEAL)
James L. Dickens	Ella Louise Dickens
<u>James C. Slaughter</u> (SEAL)	<u>Lucy L. Slaughter</u> (SEAL)
James C. Slaughter	Lucy L. Slaughter
<u>F.B. West, Jr.</u> (SEAL)	<u>Charlotte West</u> (SEAL)
F.B. West, Jr.	Charlotte West
<u>Arthur Ray Talley, Jr.</u> (SEAL)	<u>Jane A. Talley</u> (SEAL)
Arthur Ray Talley, Jr.	Jane A. Talley
<u>Franklin Lee Boone, Jr.</u> (SEAL)	<u>Nancy H. Boone</u> (SEAL)
Franklin Lee Boone, Jr.	Nancy H. Boone
<u>William Wade Vuncannon</u> (SEAL)	<u>Lucille R. Vuncannon</u> (SEAL)
William Wade Vuncannon	Lucille R. Vuncannon

NORTH CAROLINA
WAKE COUNTY

I, Brenda Overby, a notary public, do hereby certify that James L. Dickens, and wife, Ella Louise Dickens, James C. Slaughter and wife, Lucy L. Slaughter, F.B. West, Jr. and wife, Charlotte M. West, Arthur Ray Talley, Jr. and wife, Jane A. Talley, Franklin Lee Boone, Jr. and wife, Nancy H. Boone and William Wade Vuncannon and wife, Lucille R. Vuncannon each personally appeared before me this day and acknowledged the due execution of the foregoing protective covenants.

Witness my hand and notarial seal, this the 1st day, 1977.



September, 1977.

Brenda Overby
Brenda Overby, notary public

Commission expires: 2/21/80

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Brenda Overby,
Notary Public for Wake County

Notary Public is
(are) certified to be correct. This instrument was presented for registration and recorded in this
office in Book 2545 Page 457

This 22 day of Sept., 1977, 10:45 o'clock A.M.
R. B. MCKENZIE, JR., Register of Deeds

Marjorie Peoples
DEPUTY REGISTER OF DEEDS