

Prepared by & Return to:
Dillard M. Powell
Box 159

BK 8227PG0730

PRESENTED
FOR
REGISTRATION

STATE OF NORTH CAROLINA

COUNTY OF WAKE

000458

PROTECTIVE COVENANTS
SUMMER POINTE SUBDIVISION

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REGISTER OF DEEDS

WAKE COUNTY

This declaration made and entered into this 28th day of December, 1998 by GILBERT D. CLARK and wife, LINDA W. CLARK and BILLY ROGER MOONEY, JR. and wife, GAIL T. MOONEY of Wake County North Carolina, hereinafter referred to as "Declarants."

WITNESSETH:

WHEREAS, the Declarants hereby declare the following described real property located in Wake County North Carolina, hereinafter referred to individually as a "Lot" and jointly as "Lots," is and shall be held, transferred, sold and conveyed subject to Protective Covenants hereinafter set forth, these Lots being more fully described as follows: being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Summer Pointe Subdivision, as recorded in Book of Maps 1998, Page 2366, Wake County Registry.

WHEREAS, the Protective Covenants, herein set forth, shall run with the Lots and be binding on all parties having any right, title or interest therein; whereas, successors and assigns, and inure to the benefit of each owner thereof.

1. OBJECTIVE:

The objective of these Protective Covenants are to protect the Lot owners against such improper use of each Lot and would depreciate value of each; to preserve, so far as practicable, the natural beauty of the Lots; to guard against construction of poorly designed structures; to assure that each structure built is of suitable materials; to encourage and secure the erection of attractive homes; with each structure being appropriately located on the Lots; to secure and maintain the proper setbacks from streets; and in general to provide for a high quality residential neighborhood.

2. LAND USE:

Each Lot shall be used only for the erection of a single family residence; no structure shall be erected or allowed to remain on any Lot except a detached single dwelling unit, not exceeding two (2) stories in height, a basement and a garage.

3. GARAGES:

Each residential unit shall have an attached, enclosed garage with adequate space for at least two (2) full sized automobiles, except Lot 21 since that residence was constructed prior to development of Summer Pointe Subdivision, may have one detached garage, but it must have prior written approval of Architectural Committee.

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4. PARKING

Each Lot shall contain sufficient off-street paved parking space for at least two automobiles; and no automobile, owned by residence or guest of the residence, shall be parked on any public streets abutting any of the Lots except for a social function not exceeding four (4) hours in length.

5. DIVISION OF LOTS:

No Lot shall be subdivided so as to create more than one single family residence.

6. NUISANCE

No portion of a Lot shall be used for any business, manufacturing or commercial purposes; nor shall any animals or merchandise be kept or allowed to remain on the Lot for commercial purposes; and no animal, other than two (2) household pets, shall be kept or allowed to remain on the Lot for any purpose; and no pet or animal which is a nuisance or an annoyance to a neighbor shall be allowed. The owners and/or residences of each residential unit shall not allow any loud noise so as to be a disturbance to any neighbor. The Lot owner, or a person residing on any Lot, shall maintain the improvements, landscaping and grounds in a safe, clean, attractive, and orderly condition.

7. RESIDENCE SIZE

No residence shall be erected or allowed to remain on any Lot if the heated floor area of the main structure, exclusive of open porches and garages, is less than 2,500 square feet.

8. ARCHITECTURAL CONTROL

Residential units, and other improvements, must be approved in writing by the Declarants prior to commencing grading and the construction of any improvements on any Lot. Upon completion of the foundation and before proceeding with further building construction, an actual field survey of the foundation shall be presented to the Declarants to ensure that it has been constructed in accordance with the site plan. The survey must show the proposed location of the driveway and shall indicate the actual distance from the building at its closest point to all property lines. All improvements shall comply with plans presented unless changes are approved in writing by the Declarants. All driveways and walkways must be paved with concrete, asphalt, brick, or other material approved in advance, in writing, by the Declarants. All Lots on which a building unit is approved and built shall be landscaped in accordance with the landscaping plans approved by the Declarants. Landscaping must be finished upon completion of the dwelling unit. The written approval of Declarants shall be required prior to the erection, placing, or altering any mailboxes.

9. BUILDING SETBACK:

The front setback for any building shall be thirty (30) feet; the rear setback shall be twenty-five (25) feet; and the side setback shall be ten (10) feet; the side corner setback shall be eighteen (18) feet.

10. UTILITIES

All water, sewer, gas, electric, telephone, television and other utility lines shall be located under ground and concealed so as not to be visible.

11. EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plate; plus each lot shall have reserved a right-a-way for the installation and maintenance of public utilities, ten (10) feet along the rear and sidelines of each Lot.

12. BUILDING PLACEMENT:

All residential structures shall be erected with the front of the building facing the primary street.

13. TEMPORARY STRUCTURES:

No temporary structure shall be erected or be allowed to remain on any Lot. No garage, mobile home, or other outbuilding shall be used as a residence, either temporarily or permanently. No trailer, recreational vehicle, motor home, building material, or non-operative motor-vehicle shall be stored on any Lot or permitted to remain on any Lot.

14. FENCES:

No fences shall be allowed on any Lot without the prior written approval of the Declarants.

15. OUTDOOR STRUCTURES:

No outdoor close-lines, tree-houses, playhouses, boats, boat trailers or tractors (except riding lawn mowers), shall be allowed to be parked on any Lot, except overnight. Garbage and refuse containers, transformers, air conditioners, and other supportive equipment must be screened so as not to be visible from the street.

16. TERM:

These covenants shall run with the land and shall be binding on all parties and all persons

claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time, these Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by two-thirds (2/3) majority of the, then owners of the Lots, has been recorded, agreeing to change said Covenants in whole or in part.

17. POOLS

No pools shall be erected on any Lot without the prior written approval of the Declarants.

18. ENFORCEMENT:

Enforcement shall be at law or in equity against any person or persons violating or attempting to violate these Covenants, either to restrain violation or to recover damages.

19. ASSIGNMENT:

Declarants shall have the right to assign its rights under this declaration, in whole or in part, to any personal entity by an express transfer of such rights including, but not limited to, the right to transfer its powers under these Protective Covenants to an Architectural Committee appointed by the Declarants. The Declarants may assign their rights, duties and responsibilities to a subsequent organized Property Owners Association.

20. OWNERS DUES AND ASSESSMENTS:

Section 1. The Declarants, or the subsequent Homeowner's Association, may assess each property owner annual or special dues, payable monthly, quarterly or annually, as determined by the Declarants or the subsequent Homeowner's Association. The owner dues or assessments, if not timely paid, shall become a lien on the owner's property and subject to the same enforcement procedures as stated herein below as applied to Lochmere Homeowner's Association.

Section 2. Creation of Assessment for Use of Drainage Easement: There is hereby created an annual Assessment for the use and maintenance of the drainage system of the adjoining property constituting the Lochmere Subdivision. Each lot owner will be assessed by the Lochmere Homeowners Association a pro-rata share of the annual cost of two thousand dollars (\$2,000.00) for the use and maintenance of the Lochmere drainage system. Lot owners will be required to pay this assessment directly to the Lochmere Homeowners Association by making quarterly payments by January 1, April 1, July 1 and October 1 of each year. The amount of this assessment is subject to modification upon agreement between the Summer Pointe lot owners and the Lochmere Homeowners Association.

This Assessment and any special assessment that may become necessary, together with interest at the maximum rate allowed by law, late charges, cost, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a lien in favor of the Lochmere Homeowners

Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (1) liens for ad valorem taxes; or (2) liens for all sums unpaid on prior mortgages to institutional lenders or any mortgage to Declarants duly recorded in the Register of Deeds Office, Wake County, North Carolina.

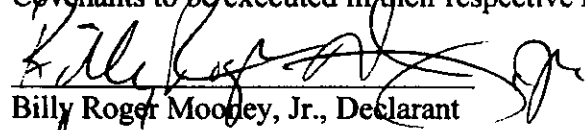
Any Assessment not paid within thirty (30) days after the due date shall be delinquent, in default, and bear interest from the due date at the highest rate permitted by North Carolina law, not to exceed the percent (10%) per annum. The Lochmere Homeowners Association may bring an action at law against the lot owner personally obligated to pay this assessment to recover amounts owed, plus interest, costs, and reasonable attorney fees, or may foreclose the lien against the Lot. No lot owner may waive or otherwise escape liability for the assessment herein provided for any reason.

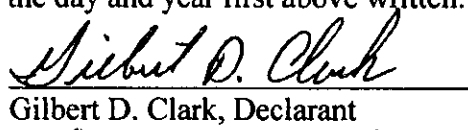
Section 3. The Declarants, after conveying Title to fifteen (15) Lots, shall transfer all duties and responsibilities required by these Covenants to the Summer Pointe Homeowners Association.

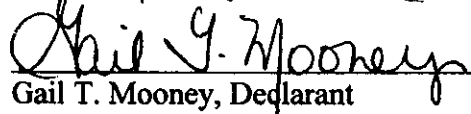
21. SEVERABILITY:

Invalidation of any one of these Covenants, by judgment or Court order, shall in nowise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have caused this declaration of Protective Covenants to be executed in their respective names, the day and year first above written.


Billy Roger Mooney, Jr., Declarant


Gilbert D. Clark, Declarant


Gail T. Mooney, Declarant


Linda W. Clark, Declarant

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Dillard M. Powell, a Notary Public in and for said County and State, do hereby certify that Billy Roger Mooney, Jr., and Gail T. Mooney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 12th day of January, 1999.

My Commission expires:

November 27, 1999


Notary Public

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Dillard M. Powell, a Notary Public in and for said County and State, do hereby certify that Gilbert D. Clark and Linda W. Clark, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 12th day of January, 1999.

My Commission expires:

November 27, 1999



Dillard M. Powell
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Dillard M. Powell
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

Laura M. Riddick
Asst./Deputy Register of Deeds