

BK 6916PG0038

Prepared by and held for: Stephens Law Offices
Fuquay-Varina, NC

NORTH CAROLINA
WAKE COUNTY

000008

REGISTERED

96 MAR 29 - DECLARATION OF
PROTECTIVE COVENANTS
WHITSTONE SUBDIVISION
REGISTERED
WAKE COUNTY

This Declaration of Protective Covenants is made this the 29th day of March, 1996 by Quest Properties, LLC hereinafter referred to as the "Declarant".

PURPOSE AND INTENT

The Declarant is the owner of the real property described in Article I of this Declaration and had determined that the real property shall be subject to the Protective Covenants herein declared in order to ensure the best and most appropriate use and development of each lot; to preserve as far as feasible the natural beauty of the property; to prevent the erection thereon of poorly designed or proportioned structures; and to encourage and promote the erection of compatible well designed, well constructed homes for the maximum enjoyment and enhancement of the community.

Now, therefore, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth below:

ARTICLE 1.

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 located in the County of Wake, State of North Carolina, and is more particularly described as follows:

BEING all of those certain parcels of land known as lots 1-48, Whitstone Subdivision, as shown on a plat of survey recorded in Book of Maps 1996, Page 469, Wake County Registry, reference to which is hereby made for greater certainty of description.

No property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto. The Declarant may, from time to time, subject additional real property to these protective covenants by appropriate reference hereto.

ARTICLE 2.

A building unit shall consist of each lot specifically enumerated and set forth on the above referenced map. The owners of said lots may revise boundary lines of said lots, except as hereinafter provided, however, they may not subdivide the lots so as to increase the number of lots within this subdivision.

ARTICLE 3.

All lots shall be used exclusively for residential purposes. No portion of any lot shall be used for street purposes without the written consent of the Declarant, its successors or assigns.

ARTICLE 4.

Except with prior written approval of the Declarant, a one (1) story dwelling shall have not less than 1200 square feet of finished and heated living area. A one and one-half (1 & 1/2) story or two (2) story dwelling shall have not less than 800 square feet of finished and heated living area on the ground. Each residential structure shall have a minimum of one attached garage which shall have sufficient space for at least one automobile, operable doors, and shall be fully enclosed. Garage doors shall be closed except during periods of actual use. The Declarant may waive the requirement for the garage based on the house design and site plan. The Declarant may grant variances of ten percent (10%) or less deviation due to error or inadvertence or significant architectural design.

ARTICLE 5.

All buildings shall be located within the building envelope or behind the building set back lines shown on the recorded plat of the subdivision referenced herein. For the purposes of this covenant, caves, steps and open porches shall not be considered as part of any building, but this shall not be construed to permit any portion of a building unit to encroach upon another building unit.

ARTICLE 6.

Each owner shall keep his lot free of all tall grass, undergrowth, dead trees, trash and debris. All garbage, trash and other refuse shall be deposited temporarily in covered receptacles located at the rear of the dwelling. Each lot shall have one driveway leading from the street which shall be paved with concrete. If, in the opinion of the Declarant, a lot is being maintained in violation of the above standards, Declarant or its designee may, at the expense of the owner, have such conditions corrected.

ARTICLE 7.

Mobile homes, log homes, earthen or underground homes, shell homes, modular homes, pre-cut, pre-assembled and packaged homes or similar type buildings are expressly prohibited on any lot, except that Declarant, its successors or assigns may in its complete discretion, approve a dwelling or appurtenant structure with some of its components being pre-cut or pre-assembled. The erection of accessory buildings and fences shall require the prior approval of the Declarant. No structure of a temporary character (i.e., a house trailer, tent, basement, shack, garage, barn), or other accessory building may be used at any time as a residence. No window air conditioning units shall be installed so as to be visible from any street. In the event that any dwelling or approved structure is damaged or destroyed, by whatever source, any debris remaining shall be removed within 120 days and the structure shall be restored or repaired within 365 days. In the event of a total loss of the structure, owner may elect not to replace it; however, the site shall be cleared of all debris, graded level with the contour of the land and grassed or strawed.

ARTICLE 8.

No noxious or offensive activities shall be conducted or permitted to be conducted upon any lot nor shall anything be done or be allowed to be done which may be or may become a nuisance or an annoyance to the neighborhood. No mobile home or truck cargo trailer shall be placed or maintained upon any lot. Boats, trucks, campers, motor homes and trailers may not be parked or permitted to remain on the street or in front of any dwelling, nor may they be parked elsewhere on a lot unless screened in such a manner as may be approved by the Declarant. No junked, dismantled, abandoned, wrecked or inoperable motor vehicle, or parts thereof, shall be allowed to remain on the property. Only motorized vehicles duly licensed to be operated on the public

streets and highways shall be operated within the subdivision, maintained, or kept on the lots or premises. No signs shall be erected upon any lot without the prior approval of the Developer.

ARTICLE 9.

No radio, television, or other antennas may be erected on a lot or structure without the prior approval of the Declarant. No satellite dishes, temporary or otherwise, with a diameter exceeding 24 inches may be erected on any lot. No radio station or short-wave radio operations shall be permitted to operate upon any lot. All outdoor poles, clotheslines or similar equipment shall be erected so as not to be visible to users of any street. Mail receptacles erected on any lot shall be a uniform style approved by the Declarant.

ARTICLE 10.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot with the following exceptions: a maximum of two of either dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. The household pets must be kept and contained on owner's property. No person shall keep, permit, or cause the keeping of any animals otherwise permitted which habitually or frequently make such sounds, cries, or other utterances as may disturb the quiet, comfort or repose of any person within the subdivision.

ARTICLE 11.

All telephone, electrical and other utility lines and connections between the main utility lines and the dwelling or other structures shall be located underground so as not to be visible. Declarant reserves the right to subject the real property to a contract with Carolina Power and Light Company or other appropriate utility for the installation of underground electric cables and/or the installation of street lighting either or both of which may require an initial and/or continuing payment for such service by the owner of each lot.

ARTICLE 12.

In order to maintain the architectural beauty throughout the subdivision and to guard against the erection of poorly placed, designed or proportioned structures, no building, structure, or fence shall be erected, altered, or permitted to remain on any building unit which has not been prior approved in writing by Declarant for architectural appearance and compliance with the requirements of size and location set out in this Declaration. All mailboxes and posts shall be a compatible design either approved by or specified by the Declarant.

ARTICLE 13.

Fuel tanks, or similar storage receptacles may not be exposed to view and must be installed only within the main dwelling house, within another approved structure or buried underground in a safe and approved container.

ARTICLE 14.

Declarant shall have the absolute authority to waive minor violations of not more than ten percent (10%) as long as it owns any portion of the subdivision. When Declarant no longer owns any portion of the

subdivision, minor violations may be waived by written and recorded instrument signed by the then owners of a majority of the lots within the subdivision or by a Homeowner's Association established pursuant to Article 19 of this Declaration.

ARTICLE 15.

These covenants shall run with the land and remain binding upon all persons or entities claiming under them for a period of twenty-five (25) years from the date of recordation, after which time they shall be automatically extended for a period of ten (10) years, after which these covenants may be reworked or revised by a vote of the then current owners of seventy-five percent (75%) of the lots within the subdivision.

ARTICLE 16.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any of said covenants, either to restrain violation or to recover damages.

ARTICLE 17.

In the event of litigation to enforce the provisions of these covenants, the party or parties determined to be in violation of these covenants shall pay the reasonable attorney's fees of the Declarant or the Homeowners Association.

ARTICLE 18.

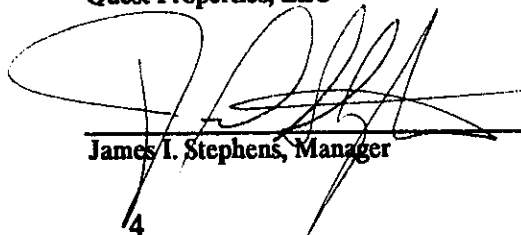
Invalidation of any one of these covenants or any portion thereof by any court shall in no way affect the validity of the others, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenants in the future.

ARTICLE 19.

Any and all authority reserved by the Declarant by these covenants shall be transferred to a Homeowners Association formed by a majority of the lot owners of the subdivision. Such transfer shall take place when all lots have been conveyed by the Developer, provided such association has been formed at that time. If no association has been formed at the time of the last conveyance by Declarant, the transfer shall take place upon the formation of such an association. Declarant shall not be obligated to establish the Homeowner's Association.

IN WITNESS WHEREOF Quest Properties, LLC has caused this instrument to be executed on behalf of the company by its duly authorized managers this the day and year first above written.

Quest Properties, LLC


James I. Stephens, Manager (SEAL)

BK6916PG0042

NORTH CAROLINA

Harnett

COUNTY

I, the undersigned, a Notary Public in and for the aforesaid county and state, do hereby certify that James I. Stephens, Manager of Quest Properties, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants of Whitstone Subdivision.

WITNESS my hand and notarial seal, this 29th day of March, 1996.



Diane D. Grim

Notary Public

My Commission Expires: 10-14-97

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of

DIANE D. GRIM

Notary Public is 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.

Register of Deeds

KENNETH C. WILKINS

By:

Kenneth C. Wilkins
Deputy