

Prepared by and return to: Tom Earls

PRESENTED
FORBrady, Schilawski, Earls and Ingram
102-000735 Health Court
Cary, North Carolina 27513
FEB -7 PM 4:21

NORTH CAROLINA

WAKE COUNTY

RESTRICTIVE COVENANTS FOR SUNSET LAKE VILLAGE, PLAT BOOK 1994, PAGE 179 and 180 WAKE COUNTY REGISTER OF DEEDS

THESE COVENANTS, made this _____ day of February, 1994, by SUNSET LAKE PROPERTIES, INCORPORATED, a North Carolina Corporation, having a principal office and place of business in Wake County, North Carolina, (hereinafter referred to as the "DECLARANT") CENTRAL CAROLINA BANK AND TRUST COMPANY, and A. REED ALLEN, and wife, CHRISTINE ALLEN.

W I T N E S S E T H:

WHEREAS, the Declarant hereby declares that the following described real property located in Wake County, North Carolina (hereinafter referred to individually as a "Lot" and jointly as the "Lots"), is and shall be held, transferred, sold and conveyed subject to the restrictive covenants hereinafter set forth:

SEE ATTACHED EXHIBIT A

WHEREAS, the restrictive covenants hereinafter set forth shall run with the Lots and be binding on all parties having any right, title or interest therein, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. PREAMBLE: The Lots are hereby made subject to the covenants and restrictions contained herein for the purpose of insuring the most appropriate development and improvement of each Lot; to protect the Lot owners against such improper use of nearby Lots as would depreciate the value of the property of each; to preserve, insofar as practicable, the natural beauty of the Lots; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high quality of improvements.

2. LAND USE AND BUILDING TYPE: Each Lot shall be used for residential purposes only, and no structures shall be

erected or allowed to remain on any Lot except one detached, single family Dwelling Unit not exceeding two stories and an attic (finished or unfinished) in height, a basement (finished or unfinished) and a garage (which may include quarters for servants). Any structure erected on any Lot must be compatible in construction, design, color and appearance with other structures erected on other real property (i.e. other Lots) described herein and must be approved pursuant to Paragraph ten (10) herein. As used in these Covenants, "Dwelling Unit" shall mean a residence conforming to the provisions of paragraph 9 and 10 hereof and the Architectural Guidelines of Residential Development Standards in effect and approved by Declarant from time to time.

3. STRUCTURES OTHER THAN THE MAIN DWELLING UNIT: Any structure or building which is detached from the Dwelling Unit on any Lot shall be prohibited unless such detached structure has been approved in writing by the Declarant prior to the construction thereof and such detached structure is compatible in appearance with the Dwelling Unit on such Lot.

4. GARAGES AND PARKING: Each Dwelling Unit shall have an enclosed garage with adequate space for at least two full-size automobiles. The door(s) to said garage shall open to either the side or rear of the Lot, except with the prior written consent of the Declarant. In addition, each Lot shall contain sufficient off-street paved parking space for at least two and no more than four automobiles. No automobile shall be parked on any public street abutting any of the property covered herein.

5. LEASE OF PORTION OF DWELLING UNIT: An owner may, in his or her absence, rent or let his or her entire Dwelling Unit for a period of at least 90 days, but no portion of a Dwelling Unit shall be leased nor may any other building located on a Lot be leased separately from the Dwelling Unit.

6. RESUBDIVISION OF LOTS: No Lot shall be resubdivided except with the written consent of the Declarant, and in no event shall any Lot be resubdivided in order to create an additional residential Lot.

7. NUISANCES: No portion of a Lot or any structure thereon shall be used for business, manufacturing or commercial purposes, except as set forth herein below, nor shall any animals, fowl or merchandise be kept or allowed to remain on a Lot for commercial purposes, nor shall anything be done on a Lot which is a nuisance or an annoyance to the community. Each Lot Owner shall maintain his or her buildings, improvements, landscaping and grounds in a safe, clean and orderly condition. Businesses or professions carried on totally within a Dwelling Unit on a Lot shall be permitted only with the prior written consent of the Declarant and provided that in no event shall any outdoor signage or any outdoor parking in addition to that

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provided for in Paragraph 4 above permitted in connection with any such businesses or professions.

8. ANIMALS: No animals, other than household pets, shall be kept or allowed to remain on a Lot for any purpose. In no event shall more than three (3) dogs or three (3) cats or a combination thereof be permitted upon any Lot if such animals are over ten (10) weeks of age. No ducks, geese or other fowl shall be kept or allowed to remain on a Lot whether for commercial purposes or as household pets. Pit bulls are expressly prohibited on all Lots and all property within Sunset Lake. Whenever a Lot Owner's household pet is on any property located within Sunset Lake other than the Lot of such pet's owner, then such pet must either be on a leash or be under the immediate control of such pet's owner.

9. DWELLING SIZE: No dwelling shall be erected or allowed to remain on a Lot if the finished floor area of the structure, exclusive of one-story open porches and garages, shall be less than 2,200 square feet.

10. ARCHITECTURAL CONTROL: The Declarant or its Architectural Committee shall be solely responsible for the approval of the siting of all Dwelling Units on Lots. Only Dwelling Units, building additions or other improvements and site plans which have been approved in writing by the Declarant and/or Declarant's Architectural Committee prior to commencing clearing, grading, or construction of any kind on a Lot will be permitted. All construction on any Lot shall be by an approved and licensed contractor whose name and credentials have been previously submitted to and approved by the Declarant of its Architectural Committee. Following such approval and upon completion of the foundation, and before proceeding with further building construction, an actual field survey of the foundation shall be presented to the Declarant to ensure that such foundation has been constructed in accordance with the approved site plan. The survey must also show the proposed location of driveways and shall indicate the actual distances from the building at its closest point to all property lines. All improvements shall comply with the plans as presented unless changes are approved in writing by the Declarant. For example, no flat roofs will be permitted without the written permission of the Declarant. All drives and walks must be paved with concrete, asphalt or brick. Driveways, as constructed, must have the color of the natural material selected. No artificial color will be permitted. All Lots on which a Dwelling Unit is approved and built shall be landscaped in accordance with landscaping plans approved by the Declarant. Landscaping must be finished upon completion of the Dwelling Unit or within 90 days thereof. Total construction time from the date of final approval of the proposed construction plans to the completion of the Dwelling Unit ready for occupancy shall not exceed twelve (12) months. Prior to the time any lot Owner commences construction of a Dwelling Unit thereon, such Lot Owner shall be responsible for the weed

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control, mowing and general maintenance of such Lot. Any structure or facility for providing alternative sources of energy (such as solar, wind or bio-mass) shall be erected and maintained only with the prior written approval of the Declarant. The written approval of the Declarant shall also be required prior to erecting, placing or altering mail boxes, newspaper boxes and outdoor lighting upon any Lot. The requirement for construction set forth herein shall not be construed as the exclusive requirements of Declarant, rather, Declarant's approved and current Architectural Guidelines and Residential Development Standards shall be the exclusive requirements and shall be fully complied with. Radio antennas on Dwelling Units, free-standing antennas and satellite dishes are expressly prohibited on all Lots. Television antennas shall be permitted only in the event cable is not available for the Lots in question and then only with prior written approval from Declarant. The cutting of trees, selected thinning or other forms of removal of existing trees and shrubs on all Lots in Sunset Lake shall be commenced and carried out only after submission of a plan for such removal and a receipt therefor of written approval from the Declarant or its Architectural Committee.

In the event that the Declarant or its Architectural Committee fails to approve or disapprove the design of any proposed improvements or fails to communicate in writing with the person submitting the plans within thirty (30) days after the plans and specifications therefore have been submitted, received and receipted for, approval will not be required, and the requirements of this Paragraph will be deemed to have been fully satisfied, provided that the plans and specifications required to be submitted shall not be deemed to have been received by the Declarant or its Architectural Committee if they contain erroneous data or fail to present adequate information upon which the Declarant or its Architectural Committee can arrive at a decision. The Declarant or its Architectural Committee shall have the right, at its election, to enter upon any of the Lots in Sunset Lake during preparation, construction, erection, or installation of any improvements to determine that such work is being performed in conformity with the approved plans and specifications.

11. BUILDING SETBACK: No building, structure or any type of paving, except for driveways, shall be placed or erected or allowed to remain on any Lot nearer than 30 feet from all street rights-of-way, 25 feet from rear Lot lines, and 15 feet from all side Lot lines. The siting of the Dwelling Unit and any improvements on each Lot shall be all in accordance with Paragraph 10 hereof and the Development Standards and shall be such that no change in the existing grade of side and rear yards will result from the proposed improvements. Deviations from building line restrictions not in excess of 10% shall not be construed as a violation of these covenants. Additional building placement and site treatment restrictions may be imposed upon some Lots by the Declarant based on environmental

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factors, protection of sight corridors, or consideration of building sites on adjacent Lots.

12. UTILITIES: All water, sewer, gas, electric, telephone, television and other utility lines as may be available to the Lots and connections between the main utility lines and the Dwelling Unit and other structures located on each Lot shall be located underground and concealed so as not to be visible.

13. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and Declarant further reserves an easement for and right to grant rights-of-way for the installation and maintenance of public utilities across, on or under each Lot at whatever distance from the rear and side lines of said Lot is required by the governing county, municipality or any other appropriate authority governing this property. Declarant further reserves the right to establish easements adjacent to street rights-of-way to accommodate pedestrian paths including the related grading, landscaping and lighting along such streets and paths. Once Lots have been deeded to Lot Owners, such Lot Owners shall execute any necessary documentation required by Declarant in order to allow Declarant to establish easements and rights-of-way as set forth above.

14. PLACEMENT OF DWELLING: The Declarant or its Architectural Committee shall be solely responsible for the siting of all Dwelling Units on all Lots.

15. TEMPORARY STRUCTURES: No structure of a temporary character shall be erected or allowed to remain on any Lot. No tent, shack, garage, mobile home or barn shall be erected on any Lot. Neither shall any trailer, recreational vehicle, motor home, building material or non-operative motor vehicle be stored on any Lot, except as specifically permitted in writing by the Declarant.

16. STREETS, FENCES, WALLS AND SIGNS: No street shall be laid out or opened across or through any Lot, except that Declarant reserves the right to extend the right of way of Lake Flower Drive over and across Lots 50, 51, 56, 57, and 58 and to extend the right of way of Solomon's Seal Court over and across 63, 64, and 65 so as to serve as access to additional lands that may in the future be annexed to Sunset Lake Village by the Declarant. Should such extension of said street(s) occur, said Lot(s) may be reconfigured to take account of said street right(s) of way. Fencing shall be allowed only where a specific purpose is served thereby and all fencing must be approved by the Declarant prior to construction thereof. All metal fencing is expressly prohibited on all Lots except with the prior approval of the Declarant or its Architectural Committee and provided further that such metal fencing be suitably screened. No fencing shall be allowed within 200 feet

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of the shoreline of the lake, within 25 feet of any rear Lot line, nor within 15 feet of any side street right of way or side Lot line, except with the prior consent of the Declarant.

No fencing shall be permitted on the front of any Lot, except with the prior approval of Declarant, and even with such approval, the fencing is not permitted within 50 feet of the property line of the front of such Lot. No signs (except "for sale" signs or builder identification signs) shall be erected or allowed to remain on any Lot except with the written consent of the Declarant. No permanent or temporary drive or access for motor vehicles of any type shall be permitted from Sunset Lake Road to any Lots abutting Sunset Lake Road. Electronic (invisible) below-ground fences for pet control shall be exempted from these lot line distance restrictions.

17. OUTDOOR STRUCTURES AND VEHICLES: No outside clothes lines, tree houses, play houses, motorcycles, supplies, tractors, boats, trucks (other than one pick-up truck rated one-half ton or less), trailers, vans (except one non-commercial van owned and operated on a regular daily basis by the owner-occupants of the Lot and dwelling in question), campers or other equipment or vehicles, except for operative automobiles, shall be regularly parked, stored or placed in any area on a Lot except inside an enclosed building, behind screening approved by the Declarant, in specially designated areas as established by the Declarant, or as consented to in writing by the Declarant and/or Architectural Committee. Garbage and other refuse containers, transformers, air conditioning and other mechanical equipment including solar and other alternative energy devices approved by the Declarant, shall be either concealed within a screen or integrated with the building designs so as to be inconspicuous. All outdoor equipment and accessories on a Lot, such as play structures, benches, planters, sculpture, etc. shall be concealed by approved screening or approved in writing as compatible and harmonious with the surroundings by the Declarant.

18. SANITATION SERVICES: Regularly scheduled sanitation service shall be provided for Lots by a contractor selected and approved by the Declarant. All Lot Owners shall be required to subscribe to such approved sanitation service. Declarant shall not be involved, either directly or indirectly, with such sanitation service except to select and approve such sanitation service.

19. APPLICATIONS OF RESTRICTIONS: The foregoing covenants and restrictions shall apply to the Lots and any additional Lots that Declarant may in the future annex to Sunset Lake Village but nothing contained herein shall preclude the Declarant from altering the size or direction of frontage of any property, or the location of any streets or roads, or from establishing business districts or from establishing hospitals, schools, hotels or other institutions which in its opinion will be for the benefit of the community in which the Lots are located.

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20. WAIVER OF AND CONSENT TO VIOLATIONS: The Declarant may waive any violation of these restrictive covenants by an appropriate instrument in writing; provided, however, that if the violation occurs on any Lot of Lots which abuts a Lot or Lots which have been conveyed to a fee simple owner or owners of such contiguous Lot or Lots, the written waiver of such violation by such owner or owners shall also be obtained.

21. TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants or part.

22. POOLS AND TENNIS COURTS: Proposed plans for all pools and tennis courts and other professional facilities to be constructed upon any Lot shall be presented to and approved in writing by the Declarant prior to the commencement of any clearing, grading or construction thereof.

23. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages for any such violation.

24. ASSIGNMENT BY THE DECLARANT: The Declarant shall have the right to assign its rights under this Declaration, in whole or in part, to any person or entity or Homeowners Association within Sunset Lake subdivision by any express transfer of such rights, including but not limited to the right to transfer its powers under Paragraph 10 above to an Architectural Committee appointed by the Declarant. An Architectural Committee consisting of not less than three (3) and not more than six (6) persons shall be appointed at or prior to the sale and transfer of title to the first Lot by the Declarant.

25. SEVERABILITY: Invalidation of any one 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. ADDITION OF PARTIES: The following parties hereby join in this Declaration for the purpose of giving their consent to this Declaration and any subsequent amendments thereto: CENTRAL CAROLINA BANK AND TRUST COMPANY and A. REED ALLEN and wife, CHRISTINE ALLEN.

27. ADDITIONS TO EXISTING PROPERTY: Declarant, its successors and assigns, reserves the right to bring within the plan and operation of these "Restrictive Covenants additional later-acquired properties at future stages of development. The

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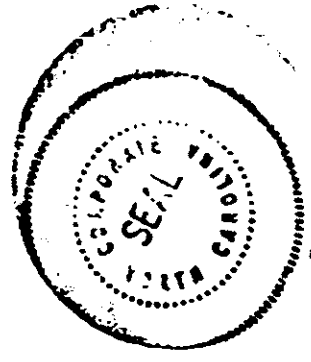
additions authorized under this Paragraph shall be made by filing of record a Declaration Subjecting Additional Lands and/or Supplementary Declarations with respect to the additional property which shall extend the operation and effect of these Restrictive Covenants to such additional property. Said Supplementary Declarations may contain such additions and modifications of these Restrictive Covenants as may be necessary or convenient, in the judgment of Declarant, to reflect the different character, if any, of the added properties.

IN WITNESS WHEREOF, the undersigned, SUNSET LAKE PROPERTIES, INCORPORATED, being the Declarant herein, has caused this instrument to be executed in its name and its corporate seal hereto affixed CENTRAL CAROLINA BANK AND TRUST COMPANY, and A. REED ALLEN, and wife, CHRISTINE ALLEN, have each caused this instrument to be executed in there names by their duly authorized officials as of the day first above written.

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SUNSET LAKE PROPERTIES, INCORPORATED

BY: [Signature] (SEAL)
President



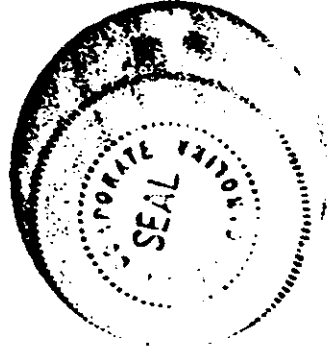
ATTEST:

BY: [Signature] (SEAL)
Asst. Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Doris H. Helbert personally came before me this day and acknowledged that she is Asst. Secretary of Sunset Lake Properties, Incorporated, 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 Doris H. Helbert as its Asst. Secretary. Witness by hand and official stamp or seal, this 7 day of February, 1994.

[Signature]
Notary Public



My Commission Expires: 7/16/96



CENTRAL CAROLINA BANK
AND TRUST COMPANY

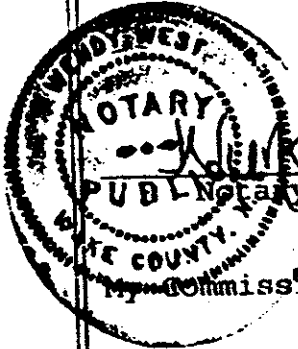


Richard H. Glover (SEAL)
President

[Signature] (SEAL)
Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Richard H. Glover personally came before me this day and acknowledged that he is Assistant Secretary of Central Carolina Bank and Trust Company, 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 vice President, sealed with its corporate seal, and attested by Richard H. Glover as its Asst. Secretary. Witness by hand and official stamp or seal, this
3rd day of February, 1994.



Wendy West
Notary Public Wendy West
My Commission Expires: 2-18-98

A. Reed Allen (SEAL)
A. REED ALLEN

Christine Allen (SEAL)
CHRISTINE ALLEN

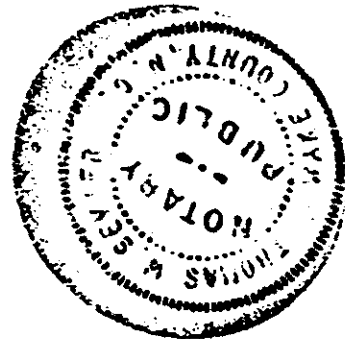
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that A. REED ALLEN personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 7 day of February, 1994.

Thomas W. Sevier
Notary Public

My commission expires: 7/16/96.



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that CHRISTINE ALLEN personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 7 day of February, 1994.

Thomas W. Sevier
Notary Public

My commission expires: 7/16/96



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NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of *Thomas W. Sevier*
Wendy West & Thomas W. Sevier
Sevier 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.

KENNETH C. WILKINS, Register of Deeds

By *Deputy D. Campbell*
Deputy Register of Deeds

EXHIBIT A

BEING all of Lots 1 thru 23, inclusive of
Sunset Lake Village, as shown on map
recorded in Book of Maps 1994, Pages 179
and 180, Wake County Registry.

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