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WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
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AGREEMENT CREATING RESTRICTIVE COVENANTS

Declaration of covenants, conditions, and restrictions (Covenants) made on this the 15th day of July 2024, by the Standing Pine Lane Subdivision in the County of Wake, State of North Carolina, according to a map or plat thereof which is on file and of record in the office of the Clerk of Wake County, North Carolina, in Book BM2024, Page 01315.

These Covenants are being made for the purpose of maintaining fair and adequate property values in the Standing Pine Lane Subdivision (hereinafter referred to as Subdivision) and of continuing the Subdivision as a desirable residential part of Wake County.

For and in consideration of the mutual interest of the owners of real estate in the Subdivision, the Subdivision hereby subjects all of the real property described in Exhibit A attached hereto to the following covenants and restrictions:

ARTICLE I

USE OF LOTS

The Property (and each Lot situated therein) shall be occupied and/or used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for residential purposes only. No trade or business of any kind shall be conducted upon any Lot or any part thereof. In addition, an owner must not create a nuisance to neighbors or create excessive noise, traffic, odors or unpleasant appearances. No Lot and no improvement may be used for hotel or other transient residential purposes. This prohibition includes Vacation Rentals by Owner (VRBO) and AIRBNB.

Any business operated from a residence/tract will be from the professional services industries. No mechanical work on cars, trucks, tractors, etc. is allowed. If the business otherwise is invisible from the street, does not generate noise, and does not involve traffic and parking issues, then such professional business is permitted. All businesses much meet Wake County zoning requirements.

Section 2. Minimum Square Footage. The minimum size of each single-family dwelling shall be no less than 2000 square feet of heated, finished living space.

Section 3. Restricted Actions by Owners. No owner shall permit anything to be done or kept on his Lot which would be in violation of any law. Each owner shall comply with these Declarations as well as all laws, regulations ordinances (including, without limitation, appliable zoning ordinances) and other governmental rules and restrictions in regard to such Owner's

Submitted electronically by "Law Office of Michael Paul, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

Lot(s).

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except Unit identification signs and one professional sign advertising the Lot for sale; and one professional sign advertising the building contractor constructing improvements on the Lot during the initial construction and sales period. However, the foregoing shall not act to restrict or prohibit Declarant from erecting and maintaining signs advertising the Property, the Project or portions of either thereof. Notwithstanding the foregoing, all signs erected and maintained on any Lot must conform with all applicable governmental requirements.

Section 5. Nuisances. Nothing shall be done in any part of the Property, nor shall any noxious or offensive activity be carried on, nor shall any outside lighting or loudspeakers or other sound-producing devices be used, which may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. Attachments & Conversions. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or exterior walls of any residence on a Lot. No garage may be converted into living space but shall remain a required space for parking.

Section 7. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance such as, but without limitation, by noise, odor, damage or destruction of property or refuse. All pet owners must contain, restrain, and control pets under applicable city and county animal control laws, and, in any event, all pets must be on a leash when not restrained by a fence on the Lot of the pet owners. Pet owners shall clean up after their pets for any waste.

All tracts are approved for horses for personal use. Any housing used by the animals shall be cleaned regularly. No more than one horse per 1.5 acres of open land will be allowed on any tract. Approved domestic animals shall be penned and shall not be allowed to roam.

Section 8. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Property except on a temporary basis in sanitary containers.

Section 9. Boats and Recreational Vehicles. Any motorboat, houseboat, personal watercraft or other similar water-borne vehicle; any "camper", recreational vehicle, or trailer may be stored only on the side or in back of the home. No abandoned or non-operational motor vehicle or camper may be maintained, stored or kept on any portion of the Property, including on the street.

Section 10. New Construction. Construction of new buildings only shall be permitted on Lots, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a Dwelling Unit. Construction of any garage for a boat or RV must be approved and must complement the house.

Section 11. Limitation of Truck Parking and Parking by Other Vehicles. Trucks of any Owner with tonnage in excess of one ton shall not be permitted to park overnight on the streets, driveways or otherwise within the Property. No vehicle of any size which transports flammable or explosive cargo may be kept in the Property at any time by any Owner, Owner's family member or tenant. No vehicles of any Owner, Owner's family member or tenant that are not in a condition to be normally operated or which are unsightly in appearance may be stored or situated on any Lot, including in the driveway of any Lot, or parked on any street at any time. During the period of construction on each Lot, no Owner, Owner's family member or tenant shall be allowed to park any construction vehicles on the Lot or in the streets for any period of time beyond the time that said vehicle is necessary for construction on the said Lot. **No parking shall be allowed on Standing Pine Lane in order to allow for emergency and municipal services.**

Section 12. Temporary Structure. No temporary dwelling, shop, tent, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot except that Declarant, or a builder or a contractor as allowed by Declarant, may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of a residence. No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of improvements.

Section 13. Landscaping. Except for the building pad, driveways and sidewalks, swimming pools, patios and decks on each Lot, the surface of each Lot shall be of grass or other live foliage and/or ground cover. Such grass, foliage and ground cover shall be neatly maintained at all times. All firewood shall be neatly stacked in the rear or to the side of the Dwelling Unit and/or garage on any Lot. Landscaping and gardening materials and supplies, including but not limited to, topsoil, wood chips, sand, leaf, mold, compost, pine straw, wheat straw and manure, whether in bag, bale or bulk form, shall be spread, used or incorporated into the landscaping and/or garden as quickly as possible after delivery and in no event shall be permitted to remain in view in either bag, bale or bulk form without being spread, used or incorporated into the landscaping and/or garden for longer than fifteen (15) days.

Section 14. Fences and Walls. No fence shall be erected that violates the Zoning Ordinances for this Subdivision. No fence or wall on Lots shall exceed six (6) feet in height unless otherwise specifically required by governmental authorities having jurisdiction. All fences shall be maintained in a structurally sound and attractive manner.

Section 15. Air Conditioning Equipment. Except as for the Declarant or builder during the construction phase, no air conditioning window unit shall be installed on the front of any Dwelling Unit. No air conditioning apparatus shall be attached to any front wall or window of a Dwelling Unit on a Lot.

Section 16. Clothes Lines. The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices is prohibited within the Property, except as placed behind an Owner's Dwelling and not visible from Standing Pine.

Section 17. Burning. Except within fireplaces in the Dwelling Unit and outdoor cooking or fire pits, no burning of anything shall be permitted within the subdivision. There shall be no burning of any trash or waste on any Lot.

Section 18. Utilities. All utilities and utility connections shall be located underground, whenever possible, including electrical, data, television and telephone cables and wires.

Section 19. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Laws.

ARTICLE II

EASEMENTS

Section 1. Underground Services.

(a) Underground electrical service only shall be available to all the Lots. The metering equipment shall be located on the exterior surface of the wall at the point to be designated by the utility company. The utility company furnishing the service shall have a two-foot priority easement along and centered on the underground electrical power service conductors installed from the utility company's easement to the designated point of service on the Dwelling.

(b) Easements for the underground utility service shall be kept clear of improvements such as buildings and patios, provided, however, other pavings such as walkways or driveways may cross such utility easements and neither Declarant nor any such utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to such improvements or shrubbery, trees, flowers,

and other improvements of the Owner located on land covered by said easement.

(c) An easement is hereby established for the benefit of all applicable government agencies over the Property over an area adjacent to any Street or roadway within this Property hereby or hereafter established for the setting, removal, and reading of water meters.

Section 2. Easement for Governmental Agencies. An easement is hereby established over the Property for the benefit of applicable Governmental agencies, utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage channels and facilities, utilities and fire lines and acting for other purposes consistent with public safety and welfare including without limitation, law enforcement, fire protection, emergency and rescue services, animal control, garbage collection and delivery of mail. An easement is hereby established for the benefit of the municipality providing services over the Property and over the front five (5) feet of each Lot for the setting, removal and reading of water meters, the maintenance and replacement of water, sewer, and stormwater control devices and measures, and the collection of garbage.

Section 3. Declarant's Easements to Correct Drainage. For a period of twenty-five (25) years from the date of conveyance of the first Lot in a parcel, phase or section, Declarant reserves a blanket easement and right on over and under the ground within that parcel, phase or section to maintain and to correct drainage or surface water in order to maintain reasonable standard of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary. After such action has been completed, Declarant shall restore the affected property to its original condition to the extent practicable. Declarant shall give reasonable notice of intent total such action to all affected Owners. These rights and reservations are assignable by Declarant.

Section 4. Utility Easements. The Declarant reserves unto itself a nonexclusive alienable, and releasable easement and right, on, over and under the Property to erect, maintain, repair and use poles, wires, cables, conduits, lines, drainage ways, sewers, water mains, and other suitable equipment for the conveyance of electricity, telephone equipment, gas, potable water, sewer, water drainage, cablevision, or other public conveniences or utilities on, in or over those portions of the Property as may be reasonably required to service the Dwelling Units. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation to maintain reasonable standard of health, safety and appearance. Such rights may be exercised by a licensee of the Declarant. Whenever possible, utilities within the Property shall be installed and maintained underground. The easement provided for in this Article shall in no way affect other recorded easements on the Property.

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. This Declaration and the controls, covenants, restrictions and standards set forth herein shall run with and bind the Property and shall be to the benefit of every Owner of a Lot in the Property, including Declarant, and their respective heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded. At such time, the easements, covenants, conditions and restrictions herein will automatically be extended for period(s) of ten (10) additional years each unless and until an amendment be approved by those members entitled to cast at least eighty percent (80%) of the votes in the Subdivision vote against such extension, which vote shall be evidenced by an appropriate instrument of record recorded on or before the expiration of the then applicable period. Owners may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given to all Owners at least thirty (30) days in advance of the date of such vote, which notice shall set forth the purpose of such meeting.

Section 2. Amendment. Subject to the limitations herein contained, this Declaration or any Supplemental Declaration may be amended or modified at any time by a vote of sixty-six and two-thirds percent (66 2/3%) of the total eligible votes of the Owners. Owners may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the date of such vote, which notice shall set forth the purpose of such meeting. Notwithstanding anything contained hereinabove, it is understood and agreed that the consent of Declarant in writing to any amendment or modification hereof or any Supplemental Declaration must first be obtained if such amendment or modification is to be effected prior to December 31, 2030. Declarant, without the consent or approval of any other Owner, shall have the right to amend these Declarations to conform to the requirements of any law or governmental agency having jurisdiction over the Property. In addition, Declarant may make minor amendments or modifications hereof which do not involve a change which materially affects the rights, duties or obligations specified herein. Any amendment or modification effected pursuant to this Section 2 shall become effective when an instrument is filed for the record in the Register of Deeds Office, Wake County, North Carolina, with the signatures of the requisite number of Owners (and the signature of Declarant, if such amendment or modification is to be effected prior to December 31, 2030). The foregoing shall not limit the rights of Declarant stated elsewhere herein.

Section 3. Enforcement. Enforcement of the controls, covenants, conditions, restrictions, easements, development guidelines, changes and liens for which provision is made in this Declaration shall be by any proceeding at law or in equity (or otherwise, as provided in this Declaration) against any person or persons violating or attempting to violate any such control, covenant, condition, restriction, easement, development guideline, charge or lien and in no

event shall any delay in such enforcement be deemed a waiver of the right to do so thereafter or of any other future violation thereof. Such proceedings may include, without limitation, suits to restrain or enjoin such breaches, actions for damages resulting therefrom, and actions in equity to enforce this Declaration. Damages shall not be deemed adequate compensation for breach or violation of any provision of this Declaration; therefore, any such Damages award shall include interest on any amount awarded at a rate of interest per annum equal to the lesser of (i) the maximum rate allowable under the laws of the State of North Carolina or (ii) eighteen percent (18%), plus all costs of enforcing this Declaration and costs of collection (in each case, including reasonable attorney's fees and court costs), and any other amounts provided or permitted hereunder or by law.

Section 4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses, and phrases shall remain effective irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

Section 5. Notice. Whenever written notice to an Owner (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner appearing on the tax records of the County. If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail properly addressed, with postage prepaid, whether received by the addressee or not.

Section 6. Titles. The titles, headings and captions provided throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 7. Declarant Consent. No provision hereof requiring the consent of Declarant shall be effective during any period which Declarant does not own property subject to the provisions of this Declaration.

Section 8. Non-Disturbance of Tree and Vegetation Protection Zone and/or Stream Buffer Areas. As a condition of approval of subdivision, all trees shall be preserved within this area; provided, however, the tree preservation area may be disturbed for the installation of utilities and stormwater control devices and measures and for the removal of dead, dying or diseased trees, poison ivy, kudzu and poisonous or other invasive or nuisance causing vegetation. Supplemental plantings shall be allowed within the tree preservation area. However, in no instance, within the permanently protected undisturbed open space areas shall Declarant or any Owner cause placement of impervious surface, removal of vegetation other than removal of dead, dying or diseased trees, poison ivy, kudzu, and poisonous or other invasive or nuisance causing vegetation, encroachment, construction, disturbance of land or erection of any structure except in

accordance with a watercourse buffer permit first being issued by the appropriate municipality.

Miscellaneous Provisions

Each owner, by purchasing any lot in the Subdivision becomes a member of the Subdivision and shall be bound by the terms and conditions of this Agreement and Declaration, and such rules and regulation as may be adopted by the Subdivision.

On transfer, conveyance, or sale by any owner of all of his or her or its interest in any subdivision lot, such owner's membership in the Subdivision shall thereon cease and terminate.

Except as provided in this Agreement and Declaration, the Subdivision shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.

The official address of the Subdivision is 7905 T Mac Road, Wendell, NC 27591, and shall remain so until changed by the Subdivision, at which time the Subdivision shall notify each member thereof of the change in address.

Each lot owner or lot purchaser, on purchase of such lot, shall immediately notify the Subdivision of such owner's name and address.

By written consent of 75% of all of the lot owners, the Subdivision may be given such additional powers as may be described by the Subdivision, or otherwise modify or amend this Agreement and Declaration in any manner.

The Subdivision shall, at all times, observe all of the laws, regulations, ordinances, and the like of the City of Zebulon, Wake County, State of North Carolina, and of the United States. If the provisions of this Agreement and Declaration shall be found to be in conflict therewith, then such parts of this Agreement and Declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this Agreement and Declaration not in conflict therewith shall be affected thereby.

Subject to the limitations set forth in this Agreement and Declaration, the Subdivision shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this Agreement and Declaration.

This Agreement and Declaration shall become void after 35 years, subject to the provisions of Article III. This Agreement and Declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and

conditions of this declaration, by the owners of 75% of the properties subject hereto at any time it is proposed to terminate this Agreement and Declaration, by executing and acknowledging an appropriate written agreement for that purpose, and filing the same with the office of the Clerk of Court of Wake County, North Carolina.

All of the provisions of this Agreement and Declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties described in Exhibit A, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this Agreement and Declaration.

Any lot owner, or the Association, may maintain any legal proceedings to compel or enforce any of the terms and conditions of this Agreement and Declaration. When any lot owner or the Association prevails in any such legal proceedings, all costs and all expenses of such proceedings shall be taxed against the offending party or parties.

The initial members of the board of directors of the association are:

N. Truett McGee
7905 T Mac Rd
Wendell, NC 27591

Geoffrey W. Gorham
4145 Sunset Lane South
Jacksonville, FL 32257

In witness whereof, the undersigned, constituting all of the members of the Board of Directors of the Association and all of the initial owners of the property described in Exhibit A have caused this Agreement and Declaration to be executed as of the 15th day of July 2024.

Signatures of Directors

Signature of Owner

STATE OF NORTH CAROLINA)
COUNTY OF WAKE)

I, Michael Paul, a Notary Public in and for said County, in said State, hereby certify that N. Truett McGee, Owner and Director, and Geoffrey W. Gorham, Director, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial stamp or seal this 15th day of July 2024.

(SEAL)

MICHAEL PAUL
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires September 22, 2026

Notary Public
My Commission Expires: September 22, 2026