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Prepared by: POYNER & SPRULL

NORTH CAROLINA

WAKE COUNTY

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NORTH CAROLINA  
REGISTER OF DEEDS  
WAKE COUNTY, NC

THIS DECLARATION, made this 12 day of SEPTEMBER, 1986, by PINE WINDS ASSOCIATES, Inc., a North Carolina corporation, hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth; each and all of which is and are for the benefit of such property and for each owner thereof, and shall insure to the benefit of and pass and run with said property and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be further held, transferred, sold and conveyed subject to the protective covenants set forth below.

ARTICLE I

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:

SEE EXHIBIT A

No property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto.

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The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

The lots described in Article I hereof shall be known and described as residential lots. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two stories in height (exclusive of basement and attic) and a private garage for not more than two cars.

ARTICLE III

All dwellings constructed on lots in this subdivision shall have an enclosed area of the main structure, exclusive of one-story open porches and garages, of at least 1000 square feet for a one-story (ranch) dwelling, 1200 square feet for a story and one-half dwelling, and 1,200 square feet for a two-story dwelling.

ARTICLE IV

No dwelling shall be erected on any lot nearer to the front lot line than 25 feet, nor nearer to the side line than 10 feet, nor nearer than 25 feet from the rear lot line; provided, however, that on corner lots the dwelling may face either street and may be located not nearer than 20 feet to one street if the same is at least 25 feet from the other street. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.

ARTICLE V

No dwelling shall be erected or placed on any lot having a width less than ~~60~~ feet at the minimum building setback line; nor shall any dwelling be erected or placed on any

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lot having an area of less than 7,000 square feet, except that a dwelling may be erected or placed on all lots as shown on said recorded plat, regardless of width at the minimum building setback line or area in square feet.

ARTICLE VI

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories may be stored upon the premises and no trucks, tractors, or inoperable automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. Except with the prior approval of Declarant or the Architectural Committee, no communication tower, television tower or satellite disc shall be erected or placed upon any lot.

ARTICLE VII

No trailer (except recreational vehicles and boats which are parked behind the dwelling), tent, shack, or barn shall be erected or placed on any lot covered by these covenants. A storage shed may be permitted at the rear of each lot upon approval of the Architectural Committee after the plans and specifications or a photograph and a plot plan showing the proposed location have been submitted for approval.

ARTICLE VIII

Declarant reserves the right to waive violations not in excess of 10% of the front and side street and side and rear line setback requirements. Upon the execution and recordation

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of such waiver of waivers in the Wake County Registry, such violations shall not thereafter be deemed existing."

ARTICLE IX

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose.

ARTICLE X

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors or assigns.

ARTICLE XI

No fence, hedge or screen planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot.

ARTICLE XII

ARCHITECTURAL APPROVAL. No building, fence, wall, storage buildings or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, or by an architectural committee composed of three (3) or more representatives appointed by the Declarant. In the event the Declarant, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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ARTICLE XIII

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

ARTICLE XIV

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.

ARTICLE XV

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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in full or in part.

ARTICLE XVI

Declarant reserves the right to subject said property to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the 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 Owner of each lot.

IN TESTIMONY WHEREOF, PINE WINDS ASSOCIATES, Inc. has caused this instrument to be executed as of the day and year first above written.

PINE WINDS ASSOCIATES, INC.

ATTEST:

*Thomas L. F. [Signature]*  
Secretary

By *[Signature]*  
President

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EXHIBIT A

Tract 1

Being all of Lots 1 through 31 inclusive, according to map entitled Pine Winds Subdivision, Phase One Section 2, Property of Pine Winds Associates Inc., Township: St. Mary's, County: Wake, State: North Carolina, Zone: MR, Tax Map: 656, Parcel: 44", dated 7/20/86, prepared by Municipal Engineering Services Co., P.A., Consulting Engineers, and recorded in Book of Maps 1986, Page 1760 Wake County Registry.

Tract 2

Being all of Lots 32 through 47 inclusive, according to map entitled Pine Winds Subdivision, Phase One Section 3, Property of Pine Winds Associates Inc., Township: St. Mary's, County: Wake, State: North Carolina, Zone: MR, Tax Map: 656, Parcel: 44", dated 7/20/86, prepared by Municipal Engineering Services Co., P.A., Consulting Engineers, and recorded in Book of Maps 1986, Page 1761 Wake County Registry.