

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

PROTECTIVE COVENANTS FOR
LAKE WINDS

KNOW ALL MEN BY THESE PRESENTS that DONALD R. MASON and LINDA W. MASON are owners of those certain residential building lots and other sites identified as follows:

All those lots included in Block A, Block B, and Block E as shown on those plats dated April, 1982, entitled Sheets One and Two, Section Two, Lake Winds, property of Donald Ray Mason recorded in Plat Book 101, Pages 42 and 43, Durham County Registry.

The owners do hereby covenant and agree with all other persons, firms or corporations who may hereafter acquire title to any one or more of the aforesaid and described properties, that the same are hereby subject to the following restrictions and protective covenants as to the use thereof, which shall be covenants running with the land, by whomsoever owned, which said restrictions shall be referred to and included by reference in all deeds made and executed by Donald R. Mason and Linda W. Mason for properties within said area, to wit:

1. The purpose of these protective covenants are to insure the development of a harmonious community of people and homes; to ensure the best use and most appropriate improvement of each building site in Lake Winds; to protect the owners and building sites against improper use of surrounding building sites; to encourage and secure the erection of attractive homes, with appropriate locations thereof on building sites, thereby enhancing the values of investments made by purchasers of building sites therein.

2. All lots in Lake Winds above described shall be known as residential building sites only. The size, shape and location of the lots as shown on the recorded plat shall be adhered to, and no lot or group of lots may be resubdivided so as to produce a greater number of smaller lots; however, two contiguous lot owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot; provided further, that adjoining property owners may adjust a common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange conforms in all respects with this and all other provisions of these

restrictive covenants. However, more than one lot may be used for the erection or location of a residential structure provided the location of each structure and its external design and materials are approved in writing by the Architectural Committee hereinafter referred to, its agents, successors or assigns. No additional streets, roadways or driveways, either public or private, shall be constructed without the express written approval of said Architectural Committee first being obtained.

3. Only one single family residence with necessary outbuildings shall be erected on a residential building site. No duplex houses or multifamily apartments may be constructed or used.

4. The Architectural Committee referred to in these Protective Covenants shall be composed of three (3) persons designated and appointed by Donald R. Mason and Linda W. Mason, or their successors and assigns in ownership of the property described above.

5. Except with the prior written approval of said Architectural Committee, no building shall be located on any building site less than fifty (50) feet from the front lot line, nor less than twenty-five (25) feet from any side lot line, nor less than fifty (50) feet from the property line of any golf course property, nor less than fifty (50) feet from any rear lot line. A detached garage may be placed within twenty-five (25) feet from the side lot line and within fifty (50) feet from the rear lot line, provided such detached garage is approved by the Architectural Committee in accordance with Paragraph 4 above. In the case of corner lots, the front line setback of fifty (50) feet shall apply with respect to the street upon which the house faces; as to frontage upon the side street, the side lot setback requirement of twenty-five (25) feet shall apply. Except with prior written approval of said Architectural Committee, no fence shall be placed within forty (40) feet of any golf course property, and no fence shall be erected in any location on any building site which is higher than four (4) feet from the ground, unless said fence has been approved in writing by said Architectural Committee prior to construction, except that fencing or screening for tanks, garbage facilities, swimming pools, and patios shall not require prior approval by the Architectural Committee.

6. No building shall be erected, placed or altered upon any of the lots above designated until the building plans have been approved in writing as

to conformity and harmony of external design and external materials with existing and proposed structures in the area and as to location with respect to topography, lakes, and golf course, by a majority of the Architectural Committee. In the event said Committee fails to approve or disapprove such design or location within thirty (30) days after such plans have been submitted to the Committee, such approval will not be required and this covenant will be deemed to have been complied with fully. No residential structure which has an area of less than ^{1,700}~~1,500~~ square feet of enclosed contiguous living area, which shall be exclusive of porches and garage, shall be erected or placed on any building site.

7. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises, except one sign of not more than five square feet in area advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or improvements thereon. No trade materials or inventories may be stored upon the premises, unless approved in writing by Donald R. Mason, his heirs, successors, and assigns. Unless approved in writing by Donald R. Mason, his heirs, successors or assigns, no industrial business or commercial 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 or sorority house, a boarding house, a beauty parlor or barber shop, an antique shop or gift shop, shall be carried on upon any building site.

8. No trailer, basement (unless said basement is part of the residence erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any building site covered by these covenants, except as specifically permitted herein.

9. 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 kept, bred, or maintained for any commercial purpose, and are properly confined and maintained so as not to constitute a nuisance, danger, or unreasonable annoyance to others in the development.

10. No lot shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash, garbage or other waste shall be kept in sanitary containers at an enclosed location approved by the aforesaid Architectural Committee. No burning of any materials shall be permitted unless done in accordance with Durham County ordinances in existence at the time the burning is undertaken.

11. Adequate offstreet parking shall be provided by the owner of each residential building site above mentioned for parking of automobiles owned by such owner and by other persons residing regularly in his home, and owners of residential building sites agree not to park their automobiles on the streets shown on the plat above referred to.

12. These covenants are to run with the land and shall be binding on all parties, persons, firms or corporations claiming under them until January 1, 2010 at which time said covenants shall be automatically extended for successive periods of thirty (30) years unless by vote of the majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part, or to terminate same. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any one or more of the lots above enumerated, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

13. The developers reserve the right to subject the real property in this subdivision to a contract with Carolina Power & 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 & Light Company by the owner of each building.

14. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels must be buried or walled sufficiently to conceal them from view from neighboring lots, roads or streets. Garbage cans, equipment or storage piles shall be walled in to conceal them from the view of neighboring lots, roads or streets.

15. No firearm of any make, or weapons, of any size or caliber, including pistols, rifles, air rifles or shotguns, or bows and arrows, shall be fired upon the property for any purpose.

16. Invalidation of any one of the foregoing covenants or any part thereof by judgments or other court order shall in no way affect any of the other provisions of said covenants which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Donald R. Mason and Linda W. Mason have caused this instrument to be signed this the 10 day of June, 1982.

Donald R. Mason (SEAL)
DONALD R. MASON

Linda W. Mason (SEAL)
LINDA W. MASON

NORTH CAROLINA
ORANGE
DURHAM COUNTY

I, Kay Susan (Griffin) a Notary Public of the County and State aforesaid, certify that DONALD R. MASON personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 10th day of June, 1982.

Kay Susan (Griffin)
Notary Public

My commission expires: May 15, 1983

NORTH CAROLINA
ORANGE
DURHAM COUNTY

I, Kay Susan (Griffin), a Notary Public of the County and State aforesaid, certify that LINDA W. MASON personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 10th day of June, 1982.

Kay Susan (Griffin)
Notary Public

My commission expires: May 15, 1983