

*Brief Legal: Summerset Place, Phase 1*

Mail to and Prepared By: Son-Lan Development Co., Inc., 5160 NC Hwy 42 West,  
Garner, NC 27529

**PROTECTIVE COVENANTS**  
**for**  
**SUMMERSET PLACE SUBDIVISION, PHASE 1**

THIS DECLARATION, made and entered into this 17th day of January 2006, by  
Son-Lan LDL, LLC, a North Carolina corporation, hereinafter referred to as "Declarant";

**WITNESSETH:**

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land  
more particularly described as Lots 1 through 14 of Summerset Place Subdivision, Phase  
1 as the same are shown on map and survey entitled "Subdivision Plat of Summerset  
Place Phase 1 for Son-Lan LDL, LLC" as recorded in Plat Book 67, Pages 212 & 213;

AND WHEREAS, it is for the mutual benefit of those homeowners, present and  
future, in said Summerset Place Subdivision, Phase 1, Lots 1 through 14, for Declarant to  
subject said lots to the following Protective Covenants;

NOW, THEREFORE, Declarant does hereby declare that all of the properties  
referred to above shall be held, sold and conveyed subject to the following easements,  
restrictions, covenants, and conditions which are for the purpose of protecting the value  
and desirability of, and which shall run with, the real property and be binding on all  
parties having any right, title or interest in the described properties, or any part thereof,  
their heirs, successors and assigns, for the term of these covenants as set forth below, and  
shall inure to the benefit of each holder thereof.

ARTICLE I  
LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a utility purpose for the benefit of this subdivision or access by the Declarant or its successors in interest, except that if any lot is purchased from the developer by an individual lot owner or builder, then said lot must be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height, exclusive of basement, and a private garage for not more than three (3) cars and (with the approval of the Architectural Control Committee) an accessory building or structure for storage or other appropriate use.

ARTICLE II  
SITE AND PLAN APPROVAL

No building, fence, swimming pool or any other structure shall be erected, placed or altered on any premises in said development until the building plans, specifications and plot plan showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing improvements in the development by an architectural committee (Architectural Control Committee) composed of two (2) or three (3) persons designated and appointed by Declarant or its successors in interest. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has then commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

Until such time as the last developed lot is sold by Declarant, the Architectural Committee shall be and consist of Lanny K. Clifton and John C. Johnson, Jr., or their assigns. Then at that time, the Architectural Committee shall become, absent any other operation, Summerset Place Subdivision Entrance Sign Maintenance Committee.

ARTICLE III  
ARCHITECTURAL COMMITTEE DEFINED

The Architectural Committee shall initially consist of Lanny K. Clifton and John C. Johnson, Jr. At such time as Declarant elects to relinquish control or at such time as the last developed lot is sold by Declarant, the Architectural Committee shall be and consist of the Summerset Place Subdivision Entrance Sign Maintenance Committee. All references to "Architectural Committee" that occur prior to or subsequent to this Article shall be assumed to refer to an Architectural Committee as heretofore described.

ARTICLE IV  
DWELLING SIZE AND DRIVEWAYS

No one-story residential structure which has an area of less than one thousand four hundred (1,400) finished, heated square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. Each residence must have an attached garage.

Declarant reserves the right to waive in writing any violation of this Article so long as said waiver would not conflict with any county regulation.

All driveways shall be concrete from street to each house, including parking area. Driveway piping shall be at least twenty (20) feet in width, with a minimum diameter of eighteen (18) inches, unless the Declarant or its successors in interest specifies otherwise. Driveway piping and temporary gravel driveways must be installed before any type of construction is commenced on any lot.

ARTICLE V  
BUILDING LOCATION

No building shall be located on any lot nearer to the front line than twenty (20) feet or nearer to the rear line than twenty (20) feet, or nearer to the side street than twenty (20) feet in the case of a corner lot. No building or garage shall be located nearer than ten (10) feet from an interior lot line, and no other permitted accessory building shall be located nearer than ten (10) feet to an interior lot line, nor nearer than ten (10) feet from the rear lot line, nor nearer than twenty (20) feet from the front setback line. For purpose of this covenant, eaves, steps, chimneys and stoops shall not be considered part of a building. For purposes of this covenant, decks shall be considered part of a building; however, decks may be located five (5) feet beyond the rear setback line as provided herein. No portion of any building shall be permitted to encroach upon another lot. The location of all buildings and structures on any lot must have the prior written approval of the declarant.

Declarant reserves the right to waive in writing any violation of this Article so long as said waiver would not conflict with any county regulation.

ARTICLE VI  
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front ten (10) feet of each lot, the rear ten (10) feet of each lot, and ten (10) feet on each sideline, unless shown in excess of such distances on any recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and

drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retire the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

#### ARTICLE VII ROADWAYS, DITCHES, ETC.

All Builders or lot owners will be responsible for the shoulders and the ditches from the property line to the edge of the pavement, during construction of houses. Once sold to Homeowner, each Homeowner will be responsible for maintaining the shoulders and ditches from the right-of-way to the edge of the pavement. This includes mowing and any other maintenance required. All builders are responsible for sodding the ditches from the edge of the pavement back 20 feet. Declarant, or someone he has designated, must approve the grade and slope of each ditch before the builder can sod the ditch. The bottom of the driveway pipe for each lot must be exposed.

#### ARTICLE VIII ELECTRICITY

All electric service will be underground. The developer reserves the right to subject the real property in the subdivision to a contract with Progress Energy, Inc. 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 Progress Energy, Inc. by the owner of such lot.

#### ARTICLE IX NUISANCES

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 signs or billboards shall be stored 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, professional office of any kind, fraternity house, rooming or boarding house, antique or gift shop, shall be carried on upon any lot. No junked, dismantled, abandoned, wrecked or inoperable motor vehicles or parts thereof, shall be allowed to remain on the property. Only motorized vehicles duly licensed by the State of North Carolina to be operated on the public streets and highways shall be operated within the subdivision or maintained or kept on the lots or premises.

ARTICLE X  
SATELLITE DISHES, RADIO ANTENNAE

No radio, television, or other antennas may be erected on a lot or structure without the prior approval of the Architectural Committee. No satellite dishes, temporary or otherwise, may be erected unless approved by Architectural Committee. Satellite dishes exceeding eighteen (18) inches in diameter are prohibited. No radio station of short wave-wave radio operations shall be permitted to operate upon any lot.

ARTICLE XI  
ALL-TERRAIN VEHICLES

No all-terrain vehicles, dirt bikes or go-carts will be permitted to operate on any street or lot within the subdivision.

ARTICLE XII  
MAILBOXES

Developer requires builder to provide white mailbox post with a black mailbox approved by Declarant to be placed on the lot before obtaining a Certificate of Occupancy. If at any future time the mailbox or post becomes damaged or has to be replaced for any reason, it must be replaced with a mailbox and/or post of the same size and material at the homeowner's expense. Mailboxes and posts must be approved by the Architectural Committee.

ARTICLE XIII  
TEMPORARY STRUCTURES

Except as hereinbefore set forth, no trailer, tent, shack, barn or other out building, except a private garage for not more than three (3) cars, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Control Committee, no detached garage shall at any time be used for human habitation, either temporarily or permanently.

ARTICLE XIV  
FENCES

No fence, wall, hedge or mass planting shall be permitted to remain on any lot closer to the front line than the back of the dwelling erected thereon. No metal fences, except black chain link fences, shall be installed on any lot unless screened in a manner approved by the Architectural Committee, which approval may be withheld arbitrarily. All fences must be approved in writing by the Architectural Committee. Fences shall not exceed five (5) feet in height.

If a homeowner is found to be in non-compliance with this provision then said homeowner shall have sixty (60) days to either bring his/her fence into compliance or remove said fence upon notification by either Declarant or Architectural Committee. After sixty (60) days, if fence is still not in compliance then Declarant or Architectural Committee has the authority to remove fence at homeowner's expense.

All fences must be maintained in an aesthetically appealing manner.

ARTICLE XV  
BASKETBALL GOALS

No basketball goals are permitted to be buried anywhere in the fifty (50) or sixty (60) foot road right-of-way.

ARTICLE XVI  
SWIMMING POOLS

All swimming pools must be located in the back yard. Any above-ground pool must be approved in writing by Declarant or Architectural Committee.

ARTICLE XVII  
FIREARMS

Discharging of firearms of any kind is strictly prohibited anywhere in the subdivision.

ARTICLE XVIII  
BURNING

No outside burning of any debris or dead vegetation will be permitted on any lot.

ARTICLE XIX  
ACCESSORY BUILDINGS

No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, doghouses, and greenhouses) shall be placed on any lot without the prior written approval of the Architectural Control Committee, with said committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. No metal storage buildings of any type shall be permitted. No accessory building shall be built out of old materials. Accessory buildings shall have an exterior finish of the same material and color as the main dwelling.

ARTICLE XX  
APPEARANCE

Each owner shall keep his building site free from tall grass, undergrowth, dead trees, trash and rubbish, and properly maintained so as to present a pleasing appearance within the subdivision. In the event an owner does not properly maintain his building site as above-provided, in the opinion of the Declarant and/or Architectural Control Committee, then Declarant (or its successors in interest), at its option, may have the site cleaned to its or the Architectural Control Committee's satisfaction, and the costs thus incurred shall be the responsibility of the lot owner. The costs of clean-up, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

No clothes line shall be permitted if visible from any road within the subdivision. Trash cans must be located as to not be visible from any road within the subdivision. Screening for satellite television receivers, clothes lines and trash cans are subject to approval by the Architectural Control Committee. Communication towers are expressly prohibited.

ARTICLE XXI  
ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred, kept or allowed to remain on any lot other than the usual and common household pets with the following exceptions: No more than three (3) dogs may be kept on any lot. No pets shall be kept, bred, or maintained for any commercial purposes. The household pets must be kept and contained on owner's property within a fence enclosure. Said enclosure cannot be constructed until approved in writing by Architectural Control Committee. No animals shall be kept, chained or tied to a stake of any kind. No "Runs" shall be erected or permitted in the subdivision. No person shall keep, permit and/or cause the keeping of any animal otherwise allowed which habitually or frequently makes such sounds, cries, or other utterances as may disturb the quiet, comfort, or repose of any person within the subdivision. The keeping of any pet which by reason of its noises or other factor is a nuisance or annoyance to the neighborhood is expressly prohibited. Any pet that is not on the premises of the homeowner shall be on a leash and accompanied by a responsible person.

ARTICLE XXII  
PARKING

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the subdivision. Owners of lots shall not be permitted to park boats, trailers, campers, and all other similar property on the streets in the development, and such property shall not be permitted to be parked in front of the main dwelling.

ARTICLE XXIII  
UNDERGROUND UTILITIES AND STREET LIGHTING

Declarant reserves the right to subject the real property described hereinabove to a contract with Progress Energy or its successors in interest for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each lot.

ARTICLE XXIV  
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-five (25) years from the date these covenants are recorded with the Johnston County Register of Deeds office, 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, in whole or in part.

ARTICLE XXV  
AMENDMENT

These restrictive covenants may be amended by Declarant, with no other consent, until such time as Declarant no longer owns at least one lot within the subdivision. After Declarant has sold the last lot that he owns within in the subdivision, these covenants may only be amended by a 2/3 majority vote of the then existing homeowners. Any amendment hereto must be in writing, duly recorded, and properly indexed in order to be valid.

ARTICLE XXVI  
IMPERVIOUS MATERIAL

Any impervious material placed upon lots shall not exceed 4,346 square feet per lot . Impervious material is defined as rooftops of homes, garages, outbuildings, and paved or concrete driveways, walkways and patios.

ARTICLE XXVII  
ENFORCEMENT

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, and the aggrieved party may request restraint of the violation or damages resulting from said violation.

ARTICLE XXVIII  
SEVERABILITY

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants shall not be construed as a waiver of any future enforcement rights.

ARTICLE XXIX  
WETLANDS AND CONSERVATION

The areas shown as "Wetlands and Conservation Area" on the recorded plat of Summerset Place Subdivision, Phase 1 as recorded in Plat Book 67 , Pages 212 & 213 of the Johnston County Registry on October 26, 2005 shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a. fill, grade, excavate or perform any other land disturbing activities
- b. cut, mow, burn, remove or harm any vegetation
- c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures.
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- e. dump or store soil, trash, or other waste
- f. graze or water animals, or use for any agricultural or horticultural purpose

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

ARTICLE XXX  
ENTRANCE SIGN MAINTENANCE

The Entrance Sign Area is shown on the map for Summerset Place Subdivision, Phase 1 which is recorded in Plat Book 67, Pages 212 & 213, Johnston County Registry. Son-Lan LDL, LLC, hereby reserves an easement for itself and grants and conveys to the Entrance Sign Maintenance Committee (the "Committee"), its successors and assigns an easement across said Entrance Sign Area to maintain, repair, replace and improve signs within the Entrance Sign Area and to maintain, repair and improve the landscaping within the Entrance Sign Area and that 40-foot landscaping buffer that is included on lots 1, 13 & 14 as same are depicted on the recorded plat. Son-Lan LDL, LLC, shall maintain the Entrance Sign Area until January 1, 2009 when maintenance of the Entrance Sign Area shall become the responsibility of the Summerset Place Subdivision Entrance Sign

Maintenance Committee. Son-Lan LDL, LLC reserves the right to turn over the Sign Maintenance duties at any time prior to the aforementioned date.

An annual meeting shall be held, at a place within the subdivision of all record owners of lots in the subdivision on the first Saturday in December to elect three members of the Committee. In this connection, Son-Lan LDL, LLC, shall be one of the three owners to serve on the committee until such time that Son-Lan LDL, LLC shall withdraw as a member from such committee and appoint a new member to replace Son-Lan LDL, LLC on said committee. The Committee shall have the duty and responsibility to budget for, maintain and enhance the Entrance Sign Area and the 40 foot landscaping buffer as may be necessary and feasible and to collect all the costs involved therein from the lot owners on a lot pro rata basis including the costs of electricity, water, lighting and irrigation within the Entrance Sign Area and 40 foot landscaping buffer. Son-Lan LDL, LLC shall contribute their pro rata share for lots remaining in their names. The maximum annual maintenance assessment shall be \$50.00 per Lot beginning January 1, 2009, and shall not be increased above said maximum without the approval of 75% of the lot owners present and voting at the annual meeting. The Committee may fix the annual maintenance assessment at an amount not in excess of the maximum.

Each lot owner shall be responsible for keeping his or her mailing address current with the Committee and the Committee may rely upon such information for purposes of mailing statements for the annual maintenance assessment. Each lot owner within the subdivision, by acceptance of a deed therefore, whether or not it is expressed in such deed, is deemed to covenant and agree to pay to the Committee said annual maintenance assessment.

Failure of any lot owner to pay his or her annual maintenance assessment within sixty days of the mailing of the statement by the committee shall constitute a failure to pay for labor and materials contemplated by North Carolina General Statutes 44A-7, et seq. And the Committee or any other owners shall be entitled to proceed against the nonpaying lot owner to perfect and enforce the lien as provided by North Carolina General Statutes 44A-11, et seq. This right insures to the benefit of the Committee and lot owners for the cost of any maintenance, repair and improvement of the Entrance Area provided such cost is authorized in accordance with this Paragraph.

#### ARTICLE XXXI ANNEXATION OF ADDITIONAL PROPERTY

The Declarant reserves the right to annex or add additional property whose owners shall have the same property rights and obligations as described in the Declaration of Covenants, Conditions and Restrictions as amended, by recording an instrument in writing subjecting such additional property to the Declaration of Covenants, Conditions and Restrictions, as amended.

**IN TESTIMONY WHEREOF**, the Declarant has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, by authority of its Board of Directors, as of the day and year first above-written.

SON-LAN LDL, LLC  
BY: *[Signature]*  
Lanny K. Clifton  
Member  
Manager

**Limited Liability Company Acknowledgement by Individual Members:**

STATE OF North Carolina

COUNTY OF Johnston

I, the undersigned Notary Public of Wake County and State aforesaid, do hereby certify that each of Lanny K. Clifton , member manager of Son-Lan LDL,LLC personally appeared before me this day and acknowledged that they are members of the limited liability company named in the foregoing instrument, and acknowledged the due execution of the foregoing instrument as its members and on behalf of the limited liability company.

Witness my hand and official stamp or seal, this 17<sup>th</sup> day of January , 2006.

*Lynn A. Watkins*  
Notary Public

My commission expires: 12.7.2006

[Official Seal]

