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Prepared by Pulte Home Corporation, Cary, NC
Return to John Kavanagh 324 W Wendover Ave, Greensboro, NC

M4
Madison

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RESTRICTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR WHISPERING WOODS
SUBDIVISION

STATE OF NORTH CAROLINA)
)
COUNTY OF GUILFORD)

KNOW ALL MEN BY
THESE PRESENTS:

THAT PULTE HOME CORPORATION, a Michigan corporation (the "Declarant"), is the owner of all that certain tract of land described as Whispering Woods Subdivision, located within Guilford County, North Carolina, as more particularly described in Exhibit A attached hereto (said subdivision being referred collectively to as the "Subdivision").

Declarant has subdivided or intends to subdivide the property into single-family lots.

Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots of the Subdivision and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof, and which shall inure to the benefit of each owner thereof.

ARTICLE I.

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

1 MISCELLANEOUS DOCUM294669
10 MISC DOCUMENTS ADDN PG(S)
1 PROBATE FEE

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Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family residence per lot, which residence may not exceed two (2) stories in height, and an optional private attached garage as provided below; however, that such restriction shall not prohibit the maintenance and occupancy by any builder of model houses.

Section 1.2 Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garage. Each residence may have an optional private garage suitable for parking not more than two (2) standard size automobiles, which garage shall conform in design and materials with the main structure, and which shall be attached to the main structure. Garages must comply with the setback requirements set out in Section 1.7 herein.

Section 1.4 Driveways. All driveways shall be surfaced with concrete or similar substance approved by the Architectural Control Committee.

Section 1.5 Minimum Floor Area. The total living area of the main residential structure on each lot as measured to the outside exterior walls of each structure, but exclusive of open porches, garages, patios and detached accessory buildings, if any, shall be not less than 1,000 square feet.

Section 1.6 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement or any structure of a temporary character (except dog houses) shall be permitted on any lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of a residence.

(b) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any property at any time as a dwelling house, either temporarily or permanently, provided however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period. Provided, further, that this section shall not prohibit the temporary occupation (no more than four (4) consecutive nights and no more frequently than once every month) of a camper, van or other similar recreational vehicle by persons visiting a lot owner, so long as such vehicle shall be parked on the driveway of such lot and not within any street in the subdivision.

(c) Except for dog houses, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon, and no greenhouse, gazebo, storage building or other buildings shall be constructed or moved onto any lot (except for sales offices and construction trailers during the construction period).

(d) 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 for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(e) No lot or other area of the Subdivision shall be used as a

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dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers.

(f) No antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted except antennas for AM or FM radio reception and for UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure.

(g) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet placed in the yard of a detached single-family lot advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

(h) No boat, marine craft, hovercraft, aircraft, trailer, camper, truck greater than one ton in size or motorized van used for commercial purposes (as distinguished from a van used as a passenger car) shall be parked within the right-of-way or private street or on any lot in this Subdivision. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for construction, maintenance or repair of a residence in the immediate vicinity. This restriction shall also not apply to any of the aforementioned which are completely stored inside the Lot owners' garage.

(i) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pick-up trucks that are in operating condition and have current license plates and inspection stickers.

(j) The grade, slope and drainage on each lot shall not be altered after conveyance of such lot by the builder without the approval of the city and other appropriate agencies having the authority to grant such approval.

(k) If any clothesline is placed on any lot, it shall be an umbrella type clothesline and it shall be so screened that it is not visible from any adjacent lot or street.

(l) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

(m) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

(n) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Subdivision. No

derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Subdivision.

(o) No individual water supply system shall be permitted in the Subdivision.

(p) No individual sewage disposal system shall be permitted in the Subdivision.

(q) No air conditioning apparatus shall be installed on the ground in front of a residence. No air conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

Section 1.7 Side Line and Front Line Setback Restrictions. No building shall be located nearer than eight (8) feet to any side lot line, nearer than ten (10) feet to any front lot line, nearer than twenty-five (25) feet to any rear lot line, nor nearer than fifteen (15) feet to any side street line. For the purpose of this covenant, eaves, steps, bay windows, cantilevered areas, open porches and carports open on both ends and the side opposite the house and supported on said ends and side by not more than six posts shall not be construed as a part of a building; provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

Section 1.8 Waiver of Set-Back Requirements. The Architectural Control Committee may for good cause waive a minor violation of the set-back requirements provided for in Section 1.7. This waiver shall be in writing and recorded in the Guilford County Registry. A document executed by the Architectural Committee shall be, when recorded, conclusive evidence that the requirements of this paragraph have been complied with. For the purposes of this section, any violation which does not exceed twenty percent (20%) shall be considered a minor violation. Nothing contained herein shall be deemed to allow the Architectural Control Committee to waive violations which must be waived by an appropriate governmental authority.

Section 1.9 Fences and Walls. Any fence or wall must be constructed of oiled, stained or painted wood and according to specifications provided by the Architectural Control Committee. Chain link fences are not permitted. A to-scale drawing and evaluation of the fence or wall must be provided to the Committee for its approval. No fence or wall shall be permitted to extend nearer to any street than the back building line of any residence. Fences or walls erected by the Declarant, if any, shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article III. No portion of any fence shall extend over six (6) feet in height. This restriction shall not apply to any temporary walls or fences erected by the Declarant on model home Lots.

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ARTICLE II.

ARCHITECTURAL CONTROL

Section 2.1 Appointment. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards with the Subdivision. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Subdivision consistent with this Declaration.

Section 2.2 Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, the Board of Directors of Whispering Woods Homeowners Association (the "Association") shall appoint a successor member. Upon the termination of Declarant's Class B membership in the Association, the term of office of all members of the Committee appointed by Declarant shall cease, and all members shall thereafter be appointed by the Board of Directors of the Association. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Subdivision; and

(c) the other standards set forth within this Declaration (and any amendments thereto) or matters in which the Committee has been vested with the authority or render a final interpretation and decision.

Notwithstanding the foregoing, approval by the Committee shall not be required for an Owner to repaint the exterior of their home in its original color(s). In addition, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections

of the streets and/or driveways of the subdivision shall not require approval by the Committee.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Subdivision. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear or side elevations on submitted plans.

Section 2.4 Procedure for Approval. Finals plans and specifications shall be submitted in duplicate by personal delivery or by certified mail to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and locations of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", signed by a member of the Committee and returned to the lot owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a member of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Subdivision. The Committee shall also have the authority to require a minimum of 7-12 foot roof slope, to specify that chimney flues be covered with brick or masonry or wood, to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of wood framed windows, and generally to require that any plans meet the standards of the existing improvements, if any, on neighboring lots. The Committee shall from time to time publish and

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promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 2.6 Liability of Committee. The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, municipal codes, state statutes or the common law, whether the same relate to lot lines, easements or any other issue.

ARTICLE III.

GENERAL PROVISIONS

Section 3.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on any now or hereafter recorded plats for the Subdivision. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clear condition any easement which may traverse a portion of the lot.

Section 3.2 Recorded Plat. All dedications, limitations, restrictions and reservations shown on any now or hereafter recorded plats for the Subdivision are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Subdivision, whether specifically referred to therein or not.

Section 3.3 Lot Maintenance. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height greater than six inches (6") upon his property. Upon failure of any owner to maintain any lot, Whispering Woods Association may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement, to reimburse such Association for the cost of such work. This provision, however, shall in no manner be construed to create a

lien in favor of any party on any property for the cost of such work or the reimbursement for such work.

Section 3.4 Maintenance of Improvements. Subject to the provisions of this Declaration of Covenants, Conditions and Restrictions for Whispering Woods Subdivision, each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas, if any, or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 3.5 Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sales or otherwise, as to any breach occurring after such acquisition of title.

Section 3.6 Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

Section 3.7 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 3.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Subdivision, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Subdivision. This instrument, when executed, shall be filed of record in the deed records of Guilford County so that each and every owner or purchaser of any portion of the Subdivision is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 3.9 Enforcement. The owner of any lot in the Subdivision shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Subdivision, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Subdivision, without reference to when it was sold, the right and easement to have such restrictions, conditions and

covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Subdivision whether owned by the undersigned, its successors and assigns, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.10 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family detached residence, but not including those having an interest merely as security for the performance of an obligation.

Section 3.11 Other Authorities. If other authorities, such as the City, impose more demanding, extensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supercede or diminish the requirements herein.

Section 3.12 Addresses. Any notices or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall be addressed to the address shown opposite the signature of Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of Guilford County.

Section 3.13 Amendment. At any time, the owners of the legal title to two-thirds (2/3) of the lots within the Subdivision (as shown by the Guilford County records) may amend the covenants, conditions and restrictions set forth herein by recording an instrument containing such amendment(s), except that, for the five (5) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of Declarant.

Section 3.14 VA and/or HUD Approval. As long as there remains a Class B membership, the following actions will require the prior approval of the Veterans Administration and/or the Department of Housing and Urban Development: annexation of additional properties, dedication of Common Properties, and amendment of this Declaration.

IN TESTIMONY WHEREOF, Pulte Home Corporation has caused this instrument to be signed in its corporate name by its Attorney-in-Fact.

Address: Pulte Home Corporation, a Michigan Corporation

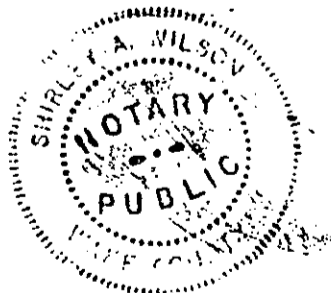
401 Harrison Oaks Blvd.
Suite 250
Cary, North Carolina 27513

By: *Dick Strom* (SEAL)
Title: Attorney-in-Fact
Division President

I, Shirley A. Wilson a Notary Public of Wake County, State of North Carolina, do hereby certify that Dick Strom, Attorney-in-Fact, for Pulte Home Corporation, a Michigan corporation, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf and as an act of Pulte Home Corporation, a Michigan corporation, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Guilford County, North Carolina, in Book 3590 at Page 847; that this instrument was executed under and by virtue of the authority given by said instrument granting him power-of-attorney; that the said Thomas Hankins acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of and as an act of Pulte Home Corporation, a Michigan corporation. Witness my hand and official seal, this the 11th day of December, 1987.

Shirley A. Wilson
Notary Public

My Commission Expires:



294669

RECORDED
KAY F. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY, N.C.

Dec 23 12 03 PM '87

North Carolina - Guilford County

The certificate(s) of *Shirley A. Wilson*

A Notary (Notaries) Public is/are certified to be correct. This notary's certificate is/are duly registered at the office of the Register of Deeds.

KAY F. PATSEAVOURAS, REGISTER OF DEEDS
Kay F. Patseavouras
Deputy, Register of Deeds

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EXHIBIT "A"

That certain piece, parcel or tract of land, situated in Friendship Township, Guilford County, North Carolina, being more particularly described as follows:

BEGINNING at an iron pipe located in the eastern margin of the right-of-way of Stanley Road, said iron pipe being located North 04 degrees 21 minutes East 242.00 feet from an iron pipe which is the southwest corner of Lot 1, Section 4, Map 1, Beechcroft Subdivision (see Plat Book 66, Page 46); and running thence with the eastern margin of Stanley Road North 04 degrees 24 minutes East (passing through an iron pipe at 150 feet) a total distance of 917.78 feet to an iron pipe, being a common corner with Gupton Enterprises, Inc. (now or formerly); thence with the line of Gupton Enterprises, Inc. the following courses and distances: South 86 degrees 21 minutes East 402.54 feet to an iron pipe; South 86 degrees 55 minutes East 152.49 feet to an iron pipe; and South 00 degrees 29 minutes West 600.14 feet to an iron pipe; thence South 68 degrees 32 minutes West 137.80 feet to an iron pipe; thence South 54 degrees 47 minutes West 203.06 feet to an iron pipe; thence South 33 degrees 47 minutes West 158.44 feet to an iron pipe, being also the northeast corner of the property of David Lee Beasley and wife, Terry Benton Beasley; thence with the north line of the property of Beasley North 85 degrees 38 minutes West 237.70 feet to the point and place of BEGINNING, containing 10.630 acres, more or less, according to a survey prepared by Marvin L. Borum & Associates, dated April 17, 1987, revised May 29, 1987.