

Southwind Property Owners Association

1028A Windrace Trail Sanford, NC 27332

919-444-2896

NOTE: Current Covenants Section IV-O says our non-refundable Impact Fee (for New Home Construction) is \$2,500. On August 21, 2019, the SWPOA Board voted to increase that to **\$3,000**, payable by the new home's Builder. New home construction also requires the Builder to complete and submit our "Builder's Packet" (available by contacting our Architectural Committee Chair). Before any new home construction project can be approved, the Builder must pay our Impact Fee and also pay our \$1,500 Road Fee. After occupancy, the Board will refund the Road Fee minus any costs the Board incurred to repair POA roadways or common grounds damaged by the Builder or Builder's crew or subcontractors.

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LEE COUNTY
MOLLIE A. MCINNIS
REGISTER OF DEEDS

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STATE OF NORTH CAROLINA
COUNTY OF LEE

Mail to and

PREPARED BY: Stephan Lapping, Attorney at Law
PO Box 460, Carthage, North Carolina 28327

**The 2nd AMENDED and RESTATED RESTRICTIVE COVENANTS
of SOUTHWIND SUBDIVISION, CAROLINA TRACE, LEE COUNTY, NC**

KNOW ALL MEN BY THESE PRESENTS that the existing owners of property in Southwind Subdivision, Carolina Trace, Lee County, North Carolina (hereinafter referred to as the "Subdivision" and which property is more particularly described in Paragraph I.A. below), do hereby covenant with themselves, with any persons or other entities who may become the owners of property in the Subdivision, and with the Southwind Property Owners Association, Inc., as follows:

I. Procedural Matters.

A. Property covered. The following described property is impressed with the restrictive covenants contained in this writing, and makes up the Subdivision:

All of the Lots recorded in the Office of the Register of Deeds of Lee County in Plat Cabinet 3, Slide 275 and 276, entitled "Carolina Trace, South Shore, Southwind".
Reference to said map is hereby made for a more perfect description of said lots.

These restrictive covenants shall run with every lot or parcel of land in the Subdivision by whomsoever owned, now or at any time in the future during the life of these covenants.

B. Succession. These covenants replace covenants previously in force in the Subdivision which were recorded at Book 240, page 192 of the Lee County Register of Deeds (hereinafter referred to as "the First Prior Covenants"), and at Book 452, page 852, Lee County Register of Deeds hereinafter referred to as "the Second Prior Covenants"). Section 1, Paragraph C. of the Second Prior Covenants specified that the

Second Prior Covenants could be amended by a vote of a majority of the then owners of lots in the Subdivision. At a duly called and noticed meeting of the Southwind Property Owners Association, Inc., held at Peggy's Fish House, Olivia, N.C. on the 9th day of December, 1996, a majority of the owners of lots in the Subdivision voted to amend the Second Prior Covenants as provided in this writing. By their signatures below, the President and Secretary of the Southwind Property Owners Association, Inc., certify that the recitation of facts contained in this Section I, Paragraph B., Succession, is true and correct.

C. Time. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them commencing January 1, 1997, and continuing until June 30, 2001, at which time, said covenants shall be automatically extended for successive periods of one year unless by vote of a majority of owners (of the residential building sites covered by these or substantially identical covenants) attending any regularly called meeting of owners, either in person or by proxy, (and even though less than a majority of all the then owners of the residential building sites covered by these or substantially identical covenants), it is agreed to change said covenants in whole or in part.

D. Additional Amendment Procedure. In addition to the amendment procedure specified in Paragraph C. above, the property owners hereby delegate to the Board of Directors of the Southwind Property Owners Association, Inc., the authority to make minor amendments to these covenants without seeking the approval of a majority of the property owners. The Board of Directors shall have authority to determine what constitutes a minor amendment subject to this Paragraph D.

II. Property Owners Association.

A. Established. There is established for the Subdivision the Southwind Property Owners Association (hereinafter referred to as The Association"). The Association was incorporated as a non-profit corporation in December of 1982, and is governed by its By-Laws. It may operate as a non-profit corporation or as an unincorporated association, as the Board of Directors shall elect.

B. Members. Every person or entity who purchases any lot in Southwind shall be a member of the Association, provided that any such person or entity who holds such ownership or interest merely as a security for the performance of an obligation shall not be a member.

C. Voting. There shall be one class of voting membership in the Association. All persons or entities whose Association assessments are fully paid shall be deemed members in good standing and shall be entitled to vote on any questions called before the membership. There shall be one vote for each lot. When more than one person or entity holds any interest in any lot, all such persons shall be members of the Association, but they shall be entitled to only one vote which the joint owners shall exercise as they among themselves determine. If one owner shall own multiple lots, such owner shall be entitled to as many votes as he owns lots.

D. Enjoyment. Every property owner shall have a right of enjoyment in and to the common properties shown on the Map of Carolina Trace, Southwind, and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the provisions set out in this section and subject to the regulations for the use of said common properties approved by the Board of Directors of the Association.

E. Carolina Trace Corporation. Carolina Trace Corporation held legal title to and control of the

common properties in Southwind until October 20, 1986, when the Association gave evidence that it could adequately maintain and operate the same. At that time, the deed to all the common property in Southwind was transferred to and accepted by the Association. The deed is recorded in the Office of the Register of Deeds of Lee County in Book 390, page 136.

F. Owners' agreements. Each property owner, by acceptance of a conveyance of a lot within Southwind, whether or not it shall be expressed in any such deed of conveyance, shall be deemed to covenant and agree to pay:

1. Annual assessments or charges; and

2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made as hereinafter set out.

G. Purpose. The assessments, annual and special, as aforesaid, shall be for the purpose of promoting the recreation, health, safety, and welfare of property owners and, in particular, for the improvement, maintenance, services and facilities relating to the common areas, including, but not limited to, the payment of taxes on the common areas, insurance thereon, maintenance, landscaping and paving private roads and walkways and like common areas and facilities in Southwind, provide for pest control, when needed, and, in general, provide those services important to the development and preservation of an attractive community appearance and for the privacy and general safety of all home sites to be known as Patio Home sites.

It shall be a permissible use of Association assessments for the Association to participate in the funding and in the operation of the Carolina Trace Association, Inc., or an equivalent community-wide organization, concerned with the general welfare of all Carolina Trace residents and with maintaining common properties that are shared by the entire Carolina Trace community.

H. Amount of assessment. The annual assessments shall be a maximum of \$180.00 for an improved lot and \$140.00 for an unimproved lot. An improved lot is defined as a lot where an improvement which has received architectural approval is in process of being built or has been built. These amounts include the Association's pro-rata share assessment for the maintenance of Traceway and operation of the Carolina Trace Security Gate.

The Board of Directors shall have the authority to fix the annual assessment to an amount not in excess of the maximum. Provided, however, that in fixing the amount of the annual assessment, the Board of Directors shall retain the 9/7 ratio between improved and unimproved lots.

In any year, the Board of Directors shall have the authority to increase the maximum annual assessment by an amount not to exceed ten percent (10%) of the prior year's assessment. Provided, however, that this authority may not be exercised by the Board of Directors more than twice in any five-year period.

The maximum annual assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds (2/3) of the members in good standing who are voting in person or by proxy at a meeting duly called for this purpose, and written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. At such meeting, members or proxies entitled to cast at least 51% of the votes of the membership in good standing shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth herein and the required quorum as set forth herein provided that no such subsequent meeting shall be held less than sixty (60) days following the preceding meeting.

I. Time of assessments. The annual assessment provided for herein shall be on a calendar year basis. Bills for annual assessments shall be sent to all property owners in January and are payable by March 31 of the assessment year. A Lot shall be deemed "improved" for purposes of assessment commencing on the first to occur of the following dates:

- A. January 1 of the year following the year in which construction commences on any improvement for which architectural approval has been granted; or
- B. The date which is six months from the date on which construction commences on any improvement for which architectural approval has been granted.

J. Special assessments. In addition to the annual assessments authorized herein, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the costs of any construction or re-construction, unexpected repair or replacement of a capital improvement upon the common properties, provided any such assessment shall have the assent to two-thirds of the votes of all voting members in good standing of the Association who are voting in person or by proxy duly called for this purpose. Written notice of the said meeting shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. At such meeting, the members or their proxies entitled to cast 51% of all the votes of the membership in good standing shall constitute a quorum.

K. Roster. The Association shall prepare and maintain a roster of all members and assessments applicable thereto, which roster shall be accessible to all members of the Association at all times.

L. Liens. If the assessments, either annual or special are not paid within thirty (30) days of the date due, then such assessments shall become delinquent and shall, together with interest at the rate of 1 1/2% per month (18% per annum), costs of collection, court costs, and reasonable attorney's fees, become a continuing lien on the property, in the hands of the owner, his heirs and assigns. The personal obligation of the owner to pay such assessment however, shall remain his personal obligation for the statutory period provided by law and shall not pass to His successors in title unless expressly assumed by them. In order to collect any delinquent assessments, the Association may at its option:

- 1. Bring an action against the owner or former owner personally obligated to pay same; or
- 2. Bring an action to foreclose the lien against the property.

M. Priority of liens. The lien of the assessments provided for in this section shall be prior to and superior to all other liens except only:

- 1. Ad valorem taxes; or
- 2. Prior liens of record.

The sale or transfer of any lot shall not affect the assessment lien; provided, however that the sale or transfer of any lot pursuant to the foreclosure of a prior mortgage thereon shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

N. Exemptions from liens. There shall be exempted from the charge and liens all common properties dedicated and used for the benefit of all property owners of Southwind Property Owners Association.

O. Collection by Association. All assessments, both annual and special, as herein provided, shall be levied, collected and disbursed by the Association.

P. Bylaws. The Southwind Property Owners Association, Inc., is governed by a set of By-Laws, which has a series of Articles designating location of the principal office; who shall be members; meetings of members; Board of Directors; meeting of directors who shall be officers of the Association; information on contracts, loans, checks and deposits; membership assessments; general provisions; and amendments. The By-Laws were approved by the membership in December of 1982.

III. Architectural Control.

The architecture of Patio Homes and/or improvements to and on each of the lots subject to these protective covenants will be controlled in the following manner by the "Architectural Committee".

A. The Architectural Committee. The Architectural Committee will be composed of three Southwind property owners in good standing who are elected by the Association membership in the same manner as Directors are elected. The Board of Directors shall nominate the prospective Committee members who shall be voted on by the Association membership at the annual meeting of the Association. One of the Committee members elected shall be designated as the Chairman who shall also be a member of the Board of Directors. If a member of the Committee becomes unwilling or unable to serve during his or her term, the Board of Directors shall appoint a replacement to serve until the next annual meeting of the Association. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

B. Building Restrictions. No house, garage, carport, playhouse, outbuilding, fence, wall or other above-ground structure, including satellite dish radio or television antenna, or any other device, (an "improvement") or clearing for purposes of constructing any such improvement shall be commenced erected or maintained upon any property subject to these restrictive covenants, nor shall any exterior addition to, change in or alteration of any of said improvement be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations, and floor plan thereof, and showing front, side, and rear elevations thereof and the name of the builder, have been submitted to and approved by the Architectural Committee, its agents, successors and/or assigns, as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. Provided it shall also be a condition precedent to the grant of architectural approval that the Owner shall present to the Architectural Committee an Indemnity Agreement signed by owner and contractor. The Indemnity Agreement shall include reasonable provisions for the health, safety and welfare of the Southwind Subdivision, its residents and owners. The Indemnity Agreement shall be in form prescribed by the Architectural Committee and shall include, but not be limited to those matters specified in subparagraph D.2. below.

House trailers, "mobile" or "modular" houses are prohibited.

C. Committee Approval. If the Architectural Committee fails to approve or disapprove plans or locations of patio homes within-thirty (30) days after said plans and specifications have been submitted to it such approval will not be required and this covenant will be deemed to have been fully complied with.

D. Maintenance during construction.

1. Any builder of any home upon the property subject to this declaration must, before beginning construction of each such home, be approved by the architectural committee as to financial stability, building experience and ability to build homes or other structures of the class and type of those which are to be built on the property subject to this declaration. No person shall be approved as a builder by the architectural committee unless such person obtains his income primarily from construction of residences. No lot owner will be permitted to act as his own builder or contractor except where such owner obtains his income primarily from the construction of residence and/or otherwise meets the qualifications for approval by the architectural committee as hereinabove set forth.

2. During construction of any improvement, above or below ground, on any property subject to these restrictive covenants, it shall be the responsibility of the owner:

- a. To insure that the building site, common properties and roads in the Subdivision are clean and free of any construction debris; and
- b. To repair any cuts in the surface of the road made necessary by said construction. Whenever Owner's builder shall find it necessary to cut the surface of any road in Southwind to lay water pipe, sewer pipe, etc., Owner shall place a temporary patch of asphalt on the cut immediately after the pipe is laid. Upon completion of construction, Owner shall insure that builder shall restore the road which has been cut to equal or better standards than the remainder of the road; and
- c. To be responsible for the actions of any builder or subcontractor working on the construction, and to insure that all such builders or subcontractors keep the roads in Southwind to the same standards as Owner is required to keep them.
- d. To insure that any driveway attached to a roadway must be paved (concrete, asphalt or brick) to prevent erosion unto said roadway.

If any owner, builder or subcontractor shall fail to perform any work as required by these Covenants, then Owner agrees that the Association may perform such work and charge to Owner the cost of performing such work. Owner agrees to promptly reimburse the Association for any costs expended under this Agreement, together with interest at the rate of 1 1/2% per month from and after the date of billing, together with the Association's cost of collection including reasonable attorney's fees.

E. Patio Wall and Setback.

1. Dwelling units constructed on patio home sites must be constructed so as to utilize a patio wall as designated on the recorded subdivision plat. Said patio wall shall be constructed simultaneously with a patio home and shall be located so that the exterior of the same shall run two (2) feet inside of and parallel to the designated lot line on the recorded subdivision plat. Patio wall extensions that come past other walls of said house, to afford privacy, may be deleted only if approved in writing by the Architectural Committee.

- a. The dwelling unit shall utilize a portion of the patio wall as one of its exterior walls and shall be constructed so that neither the patio wall nor the dwelling unit provides any window or view openings looking into or over viewing the adjacent lot and provides no access way or entry way into said adjacent lot. Windows or view openings with opaque glass or glass block must be approved in writing by the Architectural Committee.
- b. The cost of construction, maintenance and repair of a patio wall shall be the sole responsibility of the lot owner of whose lot the same is situated,
- c. There shall be reserved a two foot easement on each lot between the exterior of the patio wall and/or dwelling unit and the parallel lot boundary line for the use and

enjoyment of the adjacent lot owner, only as hereinafter provided. Said two foot easement area and the exterior of the patio wall and/or dwelling unit may be used by an adjacent lot owner only for the planting and care of shrubbery and other landscaping, provided the same does not interfere with the structural integrity of the patio wall and/or dwelling unit.

d. Said patio home shall be constructed with gutters and building site property graded so as to insure that no excessive rain water is discharged upon the adjoining lot.

e. An eight-foot easement is further reserved along the boundary line of each lot, opposite the boundary line along which the patio wall is to be constructed, for the construction, maintenance, and repair of the patio wall and/or dwelling unit on the adjoining lot. The use of said easement area by an adjoining lot owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or plant in the eight foot easement area that is removed or damaged by the adjoining lot owner during the construction, maintenance or repair of his patio wall and/or dwelling unit, shall be repaired or replaced at the expense of the said adjoining lot owner causing such damages.

f. Variances. Neither variances granted nor past violations shall constitute a precedent under these covenants.

g. Unapproved construction or alteration. Any property owner commencing alterations or additions to the exterior of the residence or property without prior written approval of the Architectural Committee may be subject to monetary fines in accordance with North Carolina law and these covenants.

h. Rental property. Owners of rental property in Southwind shall provide the tenant with copies of these covenants, amendments, and other rules of the Southwind Property Owners Association. The property owner is further obligated to provide to the Secretary of the association contact information for the tenant within fourteen (14) days of occupancy. The property owner is responsible for insuring that tenants are aware of and abide by the covenants and rules of the subdivision. The property owner shall be liable for any fines or fees incurred by his tenant's violation of any of these covenants or rules.

2. No building of any kind, including garages, shall be located on any building site less than 20 feet from the front lot line except if building set back lines are so indicated on the recorded plat or with the prior written approval of the architectural committee.

IV. General Requirements.

The shape, size and materials used, and type of construction of all Patio Homes and Patio Walls shall be approved by the Architectural Committee in accordance with the following:

A. Minimum size. All homes shall have a minimum of fifteen hundred (1500) square footage of enclosed dwelling area. Multi-level homes shall have a minimum of thirteen hundred (1300) square footage of enclosed dwelling area on the ground floor. Enclosed dwelling is defined as the square footage of the area bounded by the perimeter of the continuous interior foundation walls, exclusive of decks, porches, carports, garages or other unheated areas.

B. Exterior finish. Before any house may be occupied, it must be completely finished on the exterior;

all of the yard which is visible from any street must be planted with grass or have other ground cover and/or landscaping approved by the Architectural Committee.

C. Refuse. Containers for garbage or other refuse shall be underground or kept in sanitary enclosures so as not to be accessible to animals or visible when any such enclosure is shut and shall be maintained under sanitary conditions. Incinerators for garbage, trash or other refuse shall not be used. Any household garbage placed at street side for pickup must be in standard garbage containers with lids covering the top of the container. Overflow trash must be in plastic bags; cardboard boxes must be broken down and neatly stacked.

D. Harmony of design. No building, fence, mail box, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any building site until the building plans, specifications and plot plans showing the location of such improvements of the building site have been approved in writing as to conformity and harmony of external design, and external materials with existing structures in the area and as to locations with respect to topography, lake, finished ground elevation and neighboring structures by the Architectural Committee. All new or replacement mailboxes and stands must comply with the existing design adopted by the Carolina Trace Association for all POAs. See Schedule "B" for design.

E. Proper grading. All structures shall be constructed on lots properly graded so as to insure that no excessive rain water is discharged upon the adjoining lot.

F. Spark arrestors. All homes must be equipped with spark arrestors on all chimneys.

G. Clothes lines. No clothes lines, clothing or other paraphernalia of any sort or description shall be visible on any lot subject to these restrictions.

H. Appurtenant private structures; kennels.

1. Appurtenant private structures will be permitted only upon written approval of the Architectural Committee.

2. Kennel operations will not be permitted. A kennel is defined as housing for two or more dogs.

3. All pets must remain in the confines of the Owner's property or be controlled on a leash. Pets that roam free are subject to pick-up by the appropriate animal control officers.

I. Signs. No signs shall be permitted on any lot subject to these restrictive covenants.

J. Use of lots. All Patio lots subject to these requirements shall be used as residential building sites only unless an improvement for which architectural approval is granted is built on an adjoining lot and both lots will constitute one homesite. Provided, however, that each of such lots will be separately assessed as an improved lot.

K. Underground utilities. All telephone, electric and other utility lines and connections between the main utility lines and residence and other building sites shall be concealed and located underground, so as not to be visible.

L. Nuisance. Each owner shall keep his building site or lot free of tall grass, undergrowth, dead trees, trash and rubbish, and properly maintained, so as to present a pleasing appearance. In the event an owner of any lot does not properly maintain his building site or lot, as above provided, in the opinion of the

Architectural Committee, then the Architectural Committee may have the required work done and the costs thus incurred in performing the work shall be paid by the owner.

No noxious trade or activity on any building site can be done thereon which will be an annoyance or nuisance to the neighborhood. No leaves or refuse may be burned on the property or common ground because of fire hazard and danger to neighboring properties.

All-terrain vehicles (ATVs, either 3 or 4 wheels), or other recreational vehicles are prohibited on the Southwind roadways and common areas. Mopeds and motorcycles driven in a noisy, reckless or speeding manner are also prohibited. Violations will be reported to the appropriate police authorities.

No trailer, basement (unless said basement is part of the residence and 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.

No animals or poultry of any kind, other than house pets, shall be kept or maintained in any part of said property.

No trade materials or inventories may be stored upon the premises, and no commercial vans or trucks (other than pick-up trucks), boats, trailers, buses, self-motorized camping vehicles, family motor homes, or unlicensed vehicles may be stored or regularly parked on the premises, except in garages or well-screened enclosures. Each property owner shall provide adequate off-street parking on his lot to accommodate all vehicles belonging to members of that household and all guests; additional parking may be provided by the Board of Directors, in its discretion, at the pool area and at the boat dock area.

M. Rules. All pool, tennis court, boat dock, playground or other common area rules may be made from time to time by the Board of Directors and posted at such locations or otherwise disseminated to property owners.

N. Decorations. Outdoor decorations (every day or holiday) must be (1) in good taste; (2) not excessive; and (3) displayed in the proper season. The determination of whether any decoration is non-complying shall be made in the sole discretion of the Architectural Committee.

- O. Impact Fee. Builders shall post a non-refundable Impact Fee of \$2500.00 prior to receiving final Committee approval for construction. The Board of Directors shall have the power to change the amount of the fee. This fee shall apply to new construction only, not to add-on construction.
- P. Boat Docks. No new, addition, or repair to an existing boat dock or any other structure on common ground shall commence until plans and specifications for same have been submitted to and approved in writing by the Board of Directors and the Architectural Committee. No boat ramp of any nature may be constructed on Lake Trace within the boundaries of Southwind subdivision.
- Q. Parking. Parking on common ground is prohibited unless approved in writing by the Board of Directors of the Southwind Property Owners Association.

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 the Southwind Property Owners Association, Inc., or any other person or persons owning any real property situated in Carolina Trace and which is subject to these or substantially identical covenants 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.

IN TESTIMONY WHEREOF, Southwind Property Owners Association, Inc., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, with its corporate seal hereunto affixed, all by authority duly given by its Board of Directors.



SOUTH WIND PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
President

By: [Signature]
Secretary

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, Stephan Lapping, a Notary Public of the county and State aforesaid, certify that Cathy M. Woelfle, personally appeared before me this day and acknowledged that he/she is Secretary of Southwind Property Owners Association, Inc., a North Carolina corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and seal this 2nd day of April, 2007.

[Signature]
Notary Public

(Notary Seal)

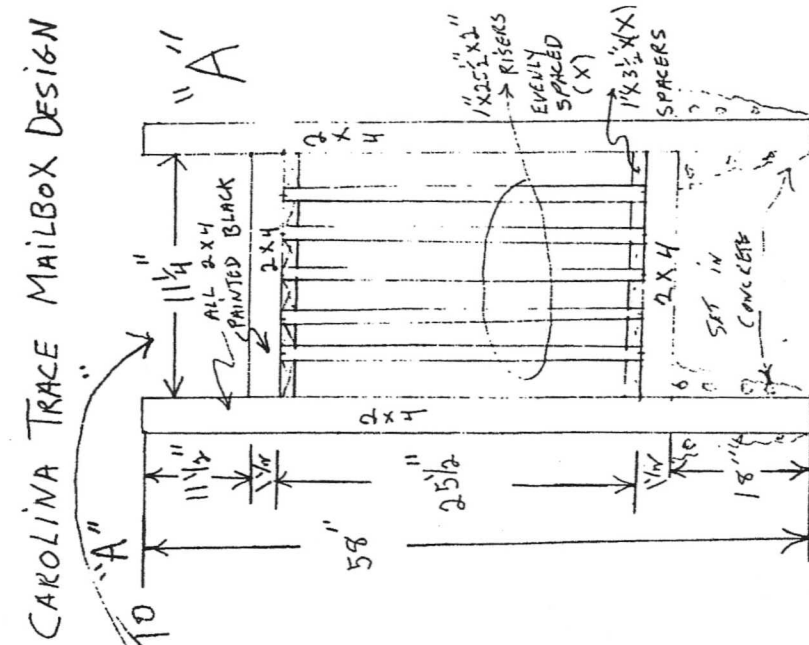


My commission expires 10-13-2011.

SCHEDULE "B"

Mailbox Design

CAROLINA TRACE MAILBOX DESIGN



ALL WOOD CEDAR
PAINTED WITH STAIN EXCEPT
2x4's. ALL NAILS - SCREWS
GALVANIZED OR S.S.

