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PRESENTED
FOR
REGISTRATION

NORTH CAROLINA
WAKE COUNTY

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BARTONS CREEK OVERLOOK

KENNETH C. STANLEY

THIS DECLARATION OF RESTRICTIVE COVENANTS was made on the 1st day of February, 1994, by The Barton Corporation, a North Carolina Corporation of Wake County, North Carolina hereinafter called "Declarant".

WITNESSETH : That

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

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

ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

Being all of Phase 1 according to plat entitled Barton's Creek Overlook, Leesville Township, Wake County, North Carolina, dated January 11, 1994 prepared by Irvin A. Staton, as recorded in Book of Maps 1994, Page 47, Wake County Registry.

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

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

ARTICLE II

Each lot above described shall constitute a residential building site (hereinafter called "building site") and shall be used for residential purposes only. The lay of the lots shown on the recorded plat shall be substantially adhered to, provided, however, with the prior written approval of Declarant, its successors or assigns, the size and shape of any building site may be altered provided that no building site or group of building sites may be re-subdivided so as to produce a greater number of

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4605 Western Blvd
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building sites without written consent of declarant. More than one lot may be used as one building site provided that the location of any structure permitted thereon is approved in writing by Declarant, its successors or assigns. Except as provided in this paragraph, no structure shall be erected, altered, placed or permitted to remain on any building site, other than one detached single family dwelling not to exceed three stories in height and a private garage. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be constructed on any building site provided it is accompanied by the main dwelling referred to in the preceding sentence, which apartment may be occupied by domestic servants employed at said main dwelling on the same building site or may be used as a guest house. Such apartment shall not be used otherwise, and in no event shall apartment be rented. Such efficiency apartment may not be constructed unless said main dwelling has first been constructed or unless they are constructed at the same time. In addition, Declarant reserves the right to erect and place temporary sales and construction offices on any lots owned by them to be used only as such until such time as Bartons Creek Overlook Subdivision is completely developed and all lots sold.

ARTICLE III

No building, fence, storage building, mail box, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any premises in said development until the plans, specifications and plot plans showing the location of such improvements on 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 location with respect to topography, lakes, finished ground elevation and neighboring structures by an Architectural Committee composed of Declarant and/or 3 persons which must be homeowners of Barton's Creek Overlook, designated by Declarant it's successors and assigns. In the event Declarant fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted, this covenant will be deemed to have been fully complied with.

ARTICLE IV

All dwellings constructed on lots in this subdivision shall have a heated/finished area of the main structure, exclusive of basements, open porches and garages, of at least 2,000 square feet. Declarant may grant a 10% variance of the square footage requirement on the main structure in the event the dwelling has a heated/finished basement. All structures must be completed within one year.

ARTICLE V

Except with the prior written approval of Declarant, or its successors or assigns, no dwelling shall be erected on any lot nearer to the front line than 50 feet, nor nearer to the side line

than 15 feet; provided, however, that on corner lots the dwelling may face either street and may be located not nearer than 30 feet to one street if same is at least 50 feet from the other street. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the dwelling, provided, however, that this shall not be constructed to permit any portion of a dwelling on a lot to encroach upon another lot. Declarant reserves the right to waive violations 10% of the front set back requirements contained in this Article V. Upon execution and recordation of such waiver such violation shall not thereafter be deemed existing.

ARTICLE VI

Any and all authority delegated to the Declarant by these covenants shall be transferred to a Homeowners Association formed by a majority of the lot owners of the subdivision. The Homeowners Association will be responsible for maintaining the front subdivision signage and collecting yearly dues for said maintenance. Such transfer shall take place when all lots have been conveyed by the Declarant, provided such association has been formed at that time. If no association has been formed at the time of the last conveyance by Declarant, the transfer shall take place upon the formation of such association. In no event shall Declarant be responsible for enforcing these covenants after a period of 12 months has elapsed since Declarant's conveyance of the last lot. Each homeowner will pay the Barton Corporation or the Homeowners's Association, whichever is in control, a fee of twenty-five dollars (\$25.00) per year as dues, which will be due upon the closing of the home and on July 1 of each year thereafter. This yearly fee will be used to maintain front signage entrances and may be adjusted by Homeowner Association's vote.

ARTICLE VII

No dwelling shall be erected or placed on any lot having a width less than 110 feet at the minimum building setback line; nor shall any dwelling be erected or placed on any lot having an area of less than 40,000 square feet, except that a dwelling may be erected or placed on all lots as shown on said recorded plat, regardless of width at the minimum building setback line or area in square feet.

ARTICLE VIII

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 mini-bikes, go carts, recreational vehicles may be operated on any lot. No trade materials or inventories may be stored upon the premises, to include but not be limited to the use of any residence as a doctor's office, a rooming house, a boarding house, an antique

shop, or gift shop nor shall the activities of such be carried on any lot. Each lot owner shall provide receptacles/screening for garbage. Such receptacles/screening shall not be visible from the front of the dwelling located on each lot. Lots shall be kept free of garbage and debris; i.e. property owner shall keep building and grounds looking nice and safe; if not, DECLARANT, its successors or assigns, can come on property and take care of it at homeowners expense. Except with the prior written approval of Declarant, no communication tower, television tower or satellite dish shall be erected or placed on any lot. No fuel tanks are to be kept within view from street.

ARTICLE IX

No mobile home or trailer shall be erected or placed on any lot covered by these covenants. A storage shed or barn (or both) may be permitted on a lot after a plot plan showing the proposed location and the plans and specifications or a photograph have been approved by Declarant, its successors or assigns. Travel trailers or other recreational vehicles may be parked behind the front of the dwelling on any lot covered by these covenants by the owners of residence either permanently or temporarily. Declarant reserves the right to erect and place temporary sales and construction offices on any lots owned by them to be used only as such until such time as Bartons Creek Overlook Subdivision is completely developed and all lots sold.

ARTICLE X

Declarant reserves the right to grant easements to utility companies for the installation and maintenance of utility lines to serve the lots covered by these covenants and other property owned by Declarant adjacent thereto.

Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power and Light Company by each residential customer.

Water supply and sewage disposal shall be by a community system operated by Heater Utilities, which will require a continuing monthly payment by each residence owner.

ARTICLE XI

No hunting or trapping shall be permitted on any lot covered by these covenants.

ARTICLE XII

No swine, poultry, goats, sheep, or horses shall be raised, bred or kept on any lot, and no animals may be bred or maintained for any commercial purposes.

ARTICLE XIII

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

ARTICLE XIV

No fence, wall, hedge, or mass planting shall be erected or permitted to remain in front of the dwelling on any lot without written consent of Declarant. Each lot shall have one driveway leading from the street which shall be paved with concrete. Driveway pipes shall be properly sized and engineered and entrances and tie ins must be approved by the North Carolina Department of Transportation. Declarant reserves right to require only first 100 ft. to be paved on large lots.

ARTICLE XV

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating the same, either to prevent such violation or to recover damages for such violation. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent and notice there by given, when mailed, postpaid, first class mail, to the last know address of the person who appears as owner. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners.

ARTICLE XVI

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE XVII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XVIII

Roads are built by the Declarant to State standards so that when residential density requirements are met, the roads can be dedicated to the State of North Carolina at which time the State will take over permanent maintenance. Lot owners in the subdivision agree to join with the Declarant in requesting the State take over the roads at that time and cooperating with any necessary alterations to their lot rights-of-way which D.O.T. may require.

ARTICLE XVIII

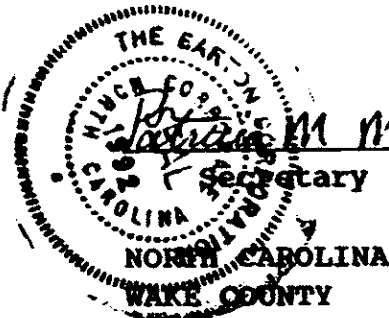
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IN TESTIMONY WHEREOF, THE BARTON CORPORATION, has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, as of the day and year first above written.

THE BARTON CORPORATION
4603 Western Boulevard
Raleigh, N.C. 27606

BY:

President

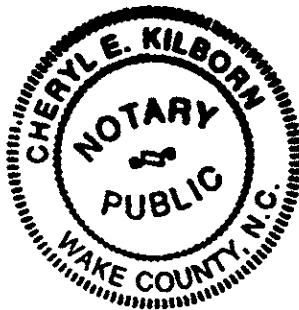


I, a Notary Public of the County and State aforesaid, certify that Patricia M. MacNair personally came before me this day and acknowledged that she is the Secretary of The Barton Corporation a North Carolina corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this 1st day of February, 1994.

My commission expires: 5-23-96

Cheryl E. Kilborn Notary Public



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NORTH CAROLINA — WAKE COUNTY

The foregoing certificate

Cheryl E. Kilborn
Notary Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

Donette G. Rumbleaut
Deputy Register of Deeds