

THIS DECLARATION, made this the 24th day of August, 2000, by GEORGE W. WILLIAMS and wife, JAN W. WILLIAMS, having their principal office in Wake County, NC, hereinafter referred to as "Declarant;"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Wake, State of North Carolina, which is more particularly described as follows:

See Attached Exhibit -A-

WHEREAS, it is the intent of the Declarant hereby to cause such land to be subjected to this Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, the 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 protecting the value and desirability of, and which shall run with, such real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
PROPERTY RIGHTS

SECTION 1. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Homeowner's Association to permit the use of and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Homeowner's Association to suspend the voting rights of an Owner for any period during which any assessment against his lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;
- (c) the right of the Homeowner's Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners.

- (e) which regulations may further restrict the uses of the Common Area;
- (f) the right of the Homeowner's Association to borrow money for the purpose of improving the Common Area and facilities thereon; and
- (f) the right of the Homeowner's Association to convey portions of Common Area to the Declarant or to any owner for the purpose of eliminating unintentional conveyances of Common Areas or unintentional encroachments of improvements onto portions of the Common Area or for the purpose of enhancing the utility of the Common Areas to be retained by the Homeowner's Association or for the purpose of correcting any setback violations or encroachments of any improvements located on any Lot.

SECTION 2. DELEGATION OF USE. Any Owner may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

SECTION 3. LEASES OF LOT. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions and the failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

The Members of the Corporation shall be (a) George W. Williams and Jan W. Williams (hereinafter referred to as the "Developer") and (b) every "Owner." "Owner" is defined as the Owner as shown by the records in the Register of Deeds Office of Wake County, North Carolina, whether it be one or more persons, firms, association, corporations, or other legal entities, of fee simple title to any residential Lot in Highland Creek Subdivision situated in Wake County, North Carolina. The term "Owner" shall not mean or refer to any mortgagee or holder of a deed of trust, its successors or assigns, unless pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" refer to any lessee or "Tenant of an Owner.

The Association shall have two (2) classes of regular voting membership:

- (A) CLASS "A": Class "A" Members shall be all of the Owners, other than the Developer, its successors or assigns; except Developer shall be a Class "A" member to the extent provided (B) hereinafter. A Class "A" Member shall be entitled to one (1) vote for each Residential Lot which he owns.
- (B) CLASS "B": Class "B" Members shall be the Developer its successors and assigns. The Class "B" Member shall be entitled to three (3) votes for each Residential Lot in which it holds a fee or undivided fee interest,

whichever occurs earlier:

- (1) when one hundred percent (100%) of the lots in the entire Highland Creek Subdivision are deeded to homeowners, excluding builders; or
 - (2) on January 1, 2020
- (C) Payment of Special Assessments shall not entitle Class “A” Members to additional votes.
- (D) When any property entitling the Owner to Membership as a Class “A” Member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs, and it, or a copy thereof, is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:
- (1) If only one (1) votes, in person or by proxy, his act shall bind all;
 - (2) If more than one (1) votes, in person or by proxy, the act of the majority so voting shall bind all.

ARTICLE III COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner for any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Homeowner’s Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Homeowner’s Association shall default in the payment of either or both for a period of six (6) months. The annual and special assessments, together with interest, costs and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with interest, costs and reasonable attorney’s fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarant, i.e. George W. Williams and Jan W. Williams, and/or Williams and Williams Homes of Excellence, Inc. shall not, at any time, be subject to the assessments set forth herein and the Homeowner’s Association shall not have the authority to

improved or unimproved. This provision cannot be amended without the express written agreement of the Declarant.

SECTION 2. PURPOSE OF ASSESSMENT.

- (1) The assessments levied by the Homeowner's Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties related to the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of open spaces; the maintenance of dams and ponds or other bodies of water, if any, located within the Common Area; the maintenance of entrance ways, landscaping and lighting of Common Area; the employment of attorneys and other agents to represent the Homeowner's Association when necessary; the provisions of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Homeowner's Association is responsible; and such other needs as may arise.
- (2) The Homeowner's Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area. Such reserve fund may be established out of regular assessments for common expense.
- (3) All monies collected by the Homeowner's Association shall be treated as the separate property of the Homeowner's Association, and such monies may be applied by the Homeowner's Association to the payment of any expense of operating and managing the properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration. As monies for any assessment are paid to the Homeowner's Association by any Owner, the same may be commingled with monies paid to the Homeowner's Association by the other Owners. Although all funds and common surplus, including other assets of the Homeowner's Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Homeowner's Association, no member of the Homeowner's Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When any Owner shall cease to be a member of the Homeowner's Association by reason of his divestment of ownership of his Lot, by whatever means, the Homeowner's Association shall not be required to account to such Owner for any share of the fund or assets of the Homeowner's Association, or which may have been paid to the Homeowner's Association by such Owner, as all monies which any Owner has paid to the Homeowner's Association shall be and constitute an asset of the Homeowner's Association which may be used in the operation and management of the properties.

maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased by a vote of the Members entitled to cast at least two-thirds (2/3) of the votes of the Members who are voting, in person or in proxy, at a meeting duly called for this purpose.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Homeowner's Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of the Members entitled to cast at least two thirds (2/3) of the votes of Members who are voting, in person or by proxy, at a meeting duly called for this purpose. All special assessments shall be fixed at a duly uniform rate for all Lots and may be collected on an annual basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments shall be fixed at a uniform rate for Lots within the Subdivision, as designated by the Declarant at the time of recording of this document.

SECTION 8. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence as to a Lot on the first day of the month following the conveyance of the Lot from a builder to any third party other than the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall establish an annual budget and determine the annual assessment.

(30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Homeowner's Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust, and interest, costs and reasonable attorney's fees for representation of the Homeowner's Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGE. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

ARTICLE IV ARCHITECTURAL CONTROL

SECTION 1. PURPOSE. The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which aesthetically pleasing and functionally convenient. The establishment of certain objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of properties and of technological advances and environmental values.

SECTION 2. CONTROLS. No building, fence or other structure shall be erected, placed or altered on any Lot until the proposed building location, specifications, exterior materials and color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas, exterior shape, size and height) shall have been approved in writing by the Declarant, or by the Architectural Review Board of the Homeowner's Association, which shall be a committee of three persons

reserves the right to promulgate and amend from time to time architectural standards and construction specifications. Refusal or approval of plans, location or specifications may be based by the Declarant upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. In the event the Declarant or the Architectural Committee fails to approve or disapprove such design or location within thirty days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any building or the making of such alterations has been 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 the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Notwithstanding the forgoing, the Declarant shall not be required to appoint an Architectural Committee until 100% of the Lots have been sold and/or conveyed from the Declarant and/or Williams and Williams Homes of Excellence, Inc. Declarant shall retain full architectural control of Highland Creek Subdivision until the earliest of the following occurs:

- (A) Declarant does not hold fee simple title to any Lot in the subdivision; or
- (B) January 1, 2020

ARTICLE V RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. No Lot shall be used except for single-family residential purposes

SECTION 2. DWELLING SPECIFICATIONS. No dwelling shall be erected or allowed to remain on a Lot having an area of the main structure, exclusive of open or screened porches, carports, garages and decks, of less than 1,100 square feet.

SECTION 3. BUILDING SETBACKS. All buildings are subject to the applicable building setback requirements imposed by the County of Wake as amended from time to time. Wake County's set back requirements are not incorporated herein by reference and this Declaration is not intended to establish any set back requirements.

SECTION 4. MOBILE HOMES, MANUFACTURED HOMES, ETC. No mobile home, manufactured home, modular home, trailer, or other like structure shall be located or installed on any Lot. As used in this Section 4, mobile home, manufactured home or modular home shall mean a structure, assembled in whole or in part in a location other than on the Lot itself,

may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities.

SECTION 5. WAIVER OF MINOR VIOLATIONS. Both the Declarant and the Board of Directors of the Homeowner's Association shall have the right to waive a minor violation o, and allow a minor variance from, the restrictions contained in Section 2 and 3 of this Article, where the same resulted unintentionally or without gross carelessness on the part of any Owner (including, without limitation, Declarant) and/or materially harmful to the properties. For the purpose of this Section 6, a minor variance shall be deemed to be any variance of ten percent (10%) or less. If such waiver is granted in writing, then thereafter any matter so waived shall no longer be deemed a violation of these covenants.

SECTION 9. USE OF COMMON AREA. The Homeowner's Association shall promulgate rules and regulations regarding use and enjoyment of the Common Area by all persons.

SECTION 10. VARIANCES. The Declarant or the Board of Directors of the Homeowner's Association in their discretion may allow reasonable variances and adjustments of the restrictions set forth in this Article V in order to alleviate practical difficulties and hardship in the enforcement and operation of these restrictions. Any such variances shall not violate the spirit or the intent of this Declaration to create a subdivision of lots owned in fee by various persons with each such Owner having an easement upon common areas owned by the Homeowner's Association. The be effective, a variance hereunder shall be recorded in the Wake County Register of Deeds office, shall be executed on behalf of the Homeowner's Association or Declarant, as applicable, and shall refer specifically to this Declaration.

SECTION 11. MAIL BOXES. NO mailbox shall be erected or maintained on any Lot until the proposed mailbox design, color, and location have been approved in writing by the Declarant.

ARTICLE VI PERMITTED USES

No manufacturing, commercial or business enterprise of any kind for profit shall be maintained on, in front of, or in connection with the properties, nor shall such property in any way be used for other than strictly residential purposes.

ARTICLE VII

Dogs, cats, registered miniature Vietnamese potbellied pigs not exceeding 100 pounds, and other household pets may be kept and maintained only if the pets are:

1. not kept for business or commercial purposes;
2. are kept within the boundaries of the lot of the pet's owner and are not allowed to run free and unrestricted upon other lots and streets of the subdivision;
3. are kept under supervision and control so as to not cause or create any disturbances or nuisance to persons within the subdivision; and
4. no dog runs shall be permitted on any lot

ARTICLE VIII EASEMENTS

Easements of ten feet are hereby reserved for the installation and maintenance of utilities and drainage along the front, rear, and sides of each lot in addition to the extent provided by plats recorded in Wake County Registry. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or otherwise interfere with the intended purpose of such easement. 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 public authority or utility company is responsible.

ARTICLE IX LOT OWNER'S RESPONSIBILITY

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris, or breeding and habitation of snakes, rats, insects, etc. Each lot owner shall cause his lawn to be regularly mowed as needed, caused the maintenance and protection of landscaping insured proper drainage of the lot so as to prevent soil erosion, and cause the maintenance of the residence and any other structures and improvements located on his lot.

ARTICLE X MISCELLANEOUS

SECTION 1. No residence shall have more than (1) standard television or

from the top of the residence. In no event shall said standard television or radio antenna be placed or permitted to remain on any Lot without the express written permission of the Architectural Committee and the Declarant. Television dishes, satellite dishes, or radio reception "disks" are specifically not included in the definition of "standard television or radio antenna" and no such dishes or disks are allowed unless approved by the Architectural Committee and the Declarant. In no event shall a satellite dish and/or other radio or television receiver with a diameter greater than one meter be permitted to remain on any Lot, nor shall such a dish, disc and/or receiver be located in the front or said yards or be visible from the street.

SECTION 2. Outside clothes lines, window air conditioning units and/or above ground pools shall not be erected and/or permitted to remain on any Lot

SECTION 3. No Fence of any kind may be erected or permitted to remain in the front yard and/or in the easement areas reserved pursuant to these covenants and/or on any recorded subdivision plat. No chain link fences may be erected or permitted to remain on any Lot. Fences of a type and color specified and approved by the Declarant and the Architectural Committee may be erected in the rear yard and/or side yard of any Lot but in no event shall a fence be permitted to extend beyond the front of the residence.

SECTION 4. No owner shall park any boat, camper, trailer, commercial truck, tractor, van or similar vehicle on any street or permit the same to be stored or regularly parked upon any lot within the subdivision except in a garage or well-screened enclosure located and constructed in accordance with other provisions of this Declaration.

SECTION 5. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both, together with costs and reasonable attorney fees.

SECTION 6. TERM. The covenants and restrictions of the Declaration shall run with the and bind each lot, and shall inure to the benefit of and be enforceable by all parties to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

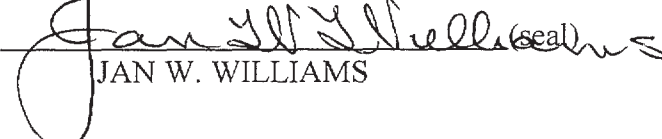
SECTION 7. AMENDMENT. These covenants may be altered, amended or revoked, in whole or in part, by written agreement of the record owners of ninety percent (90%) of the lots comprising the subdivision.

under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given when mailed, postpaid, to the last known address of the person who appears of public record as the lot owner. Notice to one co-owner of a lot shall constitute notice to all co-owners.

SECTION 9. SEVERABILITY. Should any covenant or restriction herein contained, or any sentence, clause, phrase, or term be unenforceable, for any reason, by adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a federal, state or local agency, the latter shall prevail.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and affixed his seal to this Declaration of Covenants, this the day and year first above written.

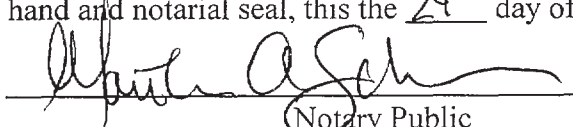
 (seal)
GEORGE W. WILLIAMS

 (seal)
JAN W. WILLIAMS

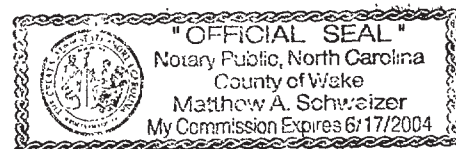
North Carolina
Wake County

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that GEORGE W. WILLIAMS AND JAN W. WILLIAMS personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this the 24th day of August, 2000.


Notary Public (seal)

My Commission Expires: 6-17-2004



and the remaining portion of DB 3665 PG 608.

Lying in and being located in Swift Creek Township and more particularly described as follows.

Beginning at an existing concrete monument situated on the southern right-of-way of NCSR # 1010, a 60' public road, said monument being located N70°18'54"W 500.55' from the centerline intersection of NCSR # 1010 and NCSR # 1405 and being at the northwest corner of a tract owned by Charles C. and Pansy P. Rhodes as recorded in DB 1823 PG 459 and being the northeast corner of the tract being described. Thence from the described point of beginning S6°52'22"W 525.82' with the Rhodes line to an existing iron stake at the southwest corner of Rhodes and being on the line of Robert Lester and Glenda E. Jones as described in DB 2056 PG 399 and DB 3108 PG 987, thence with the Jones line N86°03'00"W 259.81' to an existing iron stake at the northwest corner of Jones and the northeast corner of a tract owned by the Willie L. Yates Heirs, thence with the Yates line N85°47'39"W 805.34' to an existing iron stake at the northwest corner of Yates and the northeast corner of Gary W. and Cheryl R. Capps as recorded in MB 1985 PG 2307, thence with the Capps line N85°41'37"W 331.05' to the southeast corner of another tract owned by Gary W. and Cheryl R. Capps as recorded in MB 1984 PG 1616, thence with the second Capps line and the line of James L. and Mary C. Tate as recorded in MB 1984 PG 1616 N7°15'16"E 312.38' (base bearing) to an existing iron stake at the common eastern corner of Tate and John R. and Marsha P. Baker as recorded in MB 1984 PG 1616, thence with the Baker line N17°15'39"E 258.49' to an existing iron stake at the southeast corner of Ronald L. and Carolyn D. Grimes as recorded in MB 1986 PG 155, thence with the Grimes line N7°16'34"E 165.14' an existing iron stake, thence S82°42'03"E 20.07' an existing iron stake, thence N7°21'42"E 94.15' to an existing iron stake at the northeast corner of Grimes and being in the southern line of Leander and Karen M. Leftwich as recorded in MB 1992 PG 195, thence with the Leftwich line S65°50'00"E 89.79' to an existing iron stake at the southeast corner of Leftwich, thence N21°40'59"E 257.78' an existing iron stake at the northeast corner of Leftwich and at the southeast corner of John Allen and Elaine B. Doyle as recorded in MB 1986 PG 939, thence with the Doyle line N23°58'34"E 120.00' an existing iron stake, thence N62°02'45"W 235.56' to an existing iron stake at the northwest corner of Doyle and being on the eastern right-of-way of NCSR # 1386 (Bell Lake Road), a 60' public road, thence with said right-of-way N23°05'50"E 56.88' an existing iron stake, thence N18°39'27"E 122.49' to a set iron stake, thence N12°14'45"E 99.71' to a set iron stake, thence N6°29'07"E 100.07' to an existing iron stake at the southwest corner of a tract owned by Hatfield Family Limited Partnership as recorded in DB 7371 PG 0775 (Tract Two), thence with the Hatfield line S85°51'05"E 303.43' an existing iron stake on the southern right-of-way of NCSR # 1010, thence with said right-of-way S34°30'17"E 799.60', S35°05'56"E 100.07', S35°35'05"E 100.21', S35°10'34"E 100.34', S38°21'25"E 100.62', S41°56'43"E 100.61', S51°04'36"E 99.90', S60°40'53"E 94.00' to the point of beginning and containing 35.6536 acres according to an actual survey made by Ronald W. Mercer, PLS # 1475 on Oct. 11, 1999.

Less that portion of the above-referenced tract conveyed to Heater Utilities, Inc. by deed recorded in Book 8637, Page 397, Wake County Registry and describe as BEGINNING at a point at the southeast corner of the Well Lot of Highland Creek Subdivision, not recorded, and being in the northern line of Willie L. Yates Heirs, thence with the Yates line N85 degrees 47' 39" W 331.48' to a point in the southwest corner of the Well Lot and being a corner of Lot 20, thence with the line of Lot 20 N07 degrees 05' 17" W 105.90' to a point at the southwest corner of Lot 18, thence with the line of lot 18 N70 degrees 37' 48" E 359.09' to the southeast corner of lot 18 and being at the western right of way of a future 50' public street, Highland Creek Drive, thence with said right of way S19 degrees, 22' 12" E 10.79' to a point, thence with a curve that turns in a clockwise direction, said curve having a radius of 225.00', a chord bearing of S07 degrees 34' 56" E, a chord distance of 91.93', and an arc length of 92.58' to a point, thence S04 degrees 12' 21" W 147.59' to the point of beginning and containing 1.416 acres. This tract is a portion of the tract surveyed by Ronald W. Mercer, PLS # 1475 on Oct. 11, 1999.

This Tract for the purposes of a well lot and is not to be used for residential purposes.



**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina - Wake County

The foregoing certificate___ of Matthew A. Schweizer

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By Murray M. Parker
Assistant/Deputy Register of Deeds