

(Page 1 of 8)

BK011215PG01617

WAKE COUNTY, NC 73
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 02/09/2005 AT 09:43:34

BOOK:011215 PAGE:01617 - 01624

Prepared by: Senter, Stephenson & Johnson, P.A.
 Hold: WCR #175

PROTECTIVE COVENANTS
 OF
 STAMEY'S WALK SUBDIVISION

Book of Maps 2005, Page 258-261
 Wake County Registry

KNOW ALL MEN BY THESE PRESENTS that FISH BROTHERS DEVELOPERS, a North Carolina General Partnership, is the Owner, Developer and Declarant (Declarant); hereby agrees with all persons, firms and corporations who hereafter acquire a lot from the above referenced subdivision that the following protective covenants shall apply to all lots conveyed out of said subdivision and said restrictions shall run with the properties by whomever owned, which covenants are as follows:

DEFINITIONS

- (1) "Association": shall mean and refer to Stamey's Walk Homeowners Association, Inc., its successors and assigns.
- (2) "Declarant": shall mean and refer to Fish Brothers Developers and its successors and assigns
- (3) A LOT": shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Permanent Open Space.
- (4) "Owner": shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (5) "Permanent Open space": shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Permanent Open Spaces to be owned by the Association will be shown on maps subsequently recorded showing additions to the Properties.
- (6) "Properties": shall mean and refer to that certain real property, as shown on map recorded in the subdivision and book of maps above referenced to and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE I

USE OF LOTS

No lot shall be used except for residential purposes, provided that Declarant may use a lot or lots for non-residential use while any house is under construction within the subdivision. No part of said property shall be used for business, manufacturing or commercial purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars. All houses shall be "site built" and no house shall be moved onto any lot. However, the declarant reserves the right to erect and place a

BK011215PG01618

temporary sales office on any lot still owned by it and to be used only as a sales office for a period not to exceed four years. No road shall be constructed on any lot in this subdivision connecting to any lot not in this subdivision. After lots are purchased, construction is to begin within 3 months of purchase and is to be completed within 9 months of date construction began.

- (A) Each lot must be maintained to pavement. Each owner shall keep his 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 does not properly maintain his lot as above provided, in the opinion of the Architectural Committee, then the Committee, may have the required work done and the costs thus incurred shall be paid by the owner. Such Committee cost shall be a lien on the lot to which attributable.

ARTICLE II

ARCHITECTURAL COMMITTEE

Until the last Lot is sold by Declarants, Fish Brothers Developers, shall exercise the rights of the Architectural Committee hereinafter set forth. Upon sale of the last Lot, Declarants shall have no further rights or obligations hereunder, and Declarants shall appoint three persons to serve as an Architectural Committee whose duty shall be to assure the best use and the most appropriate development and improvement of each lot thereof: to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property or the property of others; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. When considering requests from lot owners, it shall make every effort to protect the best interest of not only that owner but all other owners of lots and the subdivision itself in order that the enjoyment and investments of each resident may be preserved.

ARTICLE III

ARCHITECTURAL APPROVAL

No building (dwelling or outbuilding), swimming pool, mail box, outside lighting, screen planting, fence or fencing or any improvements shall be erected, placed or altered on any building site unless approved by the declarant as to plan and location prior to building, installing or improving such. Building plans, specifications, and plot plans showing the location of improvements on the building site must be approved in writing as to conformity and harmony of external design, external materials with existing structures in the area as to location with respect to topographical, lakes, finished ground elevation and neighboring structures by Declarant or the architectural committee approved by Declarant. No fence or fencing will be approved that is higher than six feet when measured from the ground to the top of the fence. No fence or fencing will be located forward of the rear corners of the main house or closer than 5 feet to any side lot line. Any fence or fencing allowed must be maintained in a good and aesthetically appealing condition by the owner. All initial mailboxes and mailbox posts will be provided by the builder. No newspaper boxes will be allowed. Replacements, which must be provided by lot owner, will be of a uniform design and of like materials as approved by the Declarant. In the event Declarant or the appointed architectural committee fails to approve or disapprove such design or location within 60 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of any building authorized in these Articles 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.

BK011215PG01619

ARTICLE IV**APPROVAL OF BUILDING MINIMUM SQUARE FOOTAGE**

No dwelling shall be permitted on any building lot which has in the main structure, exclusive of one-story open porches and garages, less than 1500 square feet of finished living area nor less than 1000 square feet in the main floor for a one and one-half story or more and no two-story house shall be less than 1500 square feet of living area on the first two levels. The roof on the main structure shall have a minimum of 7/12 roof pitch. All plans, specifications, location of structure and type of exterior materials must be approved. All foundations shall be of brick veneer and no house shall be built on a concrete slab. All dwellings shall be constructed by a licensed contractor. No pre-fabricated chimneys will protrude above the roof line of any house. No wooden steps are allowed unless attached to a wooden deck or unless they are inside the garage.

ARTICLE V**BUILDING SETBACK DISTANCES**

All Dwellings and outbuildings must conform to Wake County setback requirements except as hereinafter limited in paragraph (8) for outbuildings

ARTICLE VI**DRIVEWAYS and PIPE**

All driveways placed on the lot must be made of concrete and be at least ten feet in width. Driveway pipe shall be fifteen inch reinforced concrete pipe that shall be at least twenty feet in length.

ARTICLE VII**TYPES OF BUILDINGS and PARKING OF VEHICLES**

No mobile home, modular units, single or double-wide shall be erected or placed on any lot covered by these covenants, under any circumstances. No pre-engineered prefabricated buildings may be erected on any lot without the prior written consent of the developer. Travel trailers, boats, boat trailers or other recreational vehicles may be parked behind the main dwelling on any lot but such trailer or vehicle may not be used primarily as a residence, either permanently or temporarily. No clothes lines may be erected on any building site.

Adequate off-street parking shall be provided by the owner of each lot for the parking of the licensed automobiles of such owner, and they shall not be permitted to park their automobiles on the streets in the development, nor shall they be permitted to park boats, trailers, campers, mobile homes, motor homes and all other similar property on the streets in the development, nor in the front yard of any lot, nor in the side set-back of any lot, but such property may be parked in a garage or screened area in the rear yard of the owner.

ARTICLE VIII**OUTBUILDINGS**

No outbuilding or storage building shall be erected upon any lot except those which are incidental to residential use and any building so erected shall be of similar types of material and appearance as the main dwelling structure and shall be located behind main dwelling and no closer to a side street than the main dwelling. The outbuilding so constructed shall not exceed 600 square feet in size inclusive of attached shelter(s).

BK011215PG01620

ARTICLE IX**NUISANCE**

No noxious or offensive activity shall be conducted or permitted to be conducted upon any lot, nor shall anything be done or allowed to be done which may be or may become an annoyance or nuisance to the neighborhood. The discharge of firearms, of any type is prohibited.

ARTICLE X**ANIMAL RESTRICTIONS**

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except no more than four of either dogs, cats or other household pets which are not dangerous or kept, bred or maintained for commercial purposes. No vicious animal or other pet may be kept that threatens or is a reasonable threat to anyone. Any household pet will be restrained or confined and not be allowed to run free beyond the lot of the owner. All confinement areas, (defined as pens and /or kennels) and/or housing will be directly behind the main dwelling and no closer than thirty feet (30') to any lot line.

ARTICLE XI**FENCE RESTRICTIONS**

All fencing must be approved prior to installation and no approved fence, wall, hedge or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the back of the dwelling erected on said lot.

ARTICLE XII**SUBDIVISION SIGNS**

Permanent or temporary subdivision name signs shall be allowed on any corner lot at the entrance of the subdivision from the public road. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or signs used by a builder or realtor to advertise the property during the construction and sales period, unless approved by Developer. The Declarant shall maintain the entrance grounds and plantings until such time as the last lot is conveyed by said Declarant and at such time the lot owners within the subdivision shall be solely responsible for maintaining all entrance plantings, landscaping and signs and an easement is reserved to the owners within the subdivision to maintain the planting area.

ARTICLE XIII**GARBAGE**

All garbage cans, carts and containers must be stored behind the main dwelling and must be removed from the street on the same day of garbage collection.

ARTICLE XIV**UTILITY EASEMENT**

Declarant reserves the right to subject all lots to a contract with Progress Energy of Carolinas, Inc., its successors and/or assigns, for the installation of street lighting which will require a continuing monthly payment to said utility company for each lot owner.

Each lot in the subdivision shall be subject to the easements set forth on the recorded plat of the subdivision to accommodate such underground services as electricity, telephone, cable television, natural gas, water and sewer lines or other facilities to service the needs of said lot owner as they may from time to time be available to said lot, including the installation of street lighting which will impose a continuing or annual

BK011215PG01621

expense to the owner of each lot. Upon the sale of the last lot, Declarants shall have no further obligation to maintain the signs within the Sign and Landscape Easements set forth on the recorded plat of the subdivision, but the Architectural Committee shall have the right to perform or cause to be performed maintenance of said signs and impose the expense thereof equally upon the owners of all lots subjected to these covenants.

ARTICLE XV

SATELLITE DISHES

Satellite discs having a diameter of 18 inches or less will be allowed within the subdivision which shall not be visible from the street however the location and/or placement of the disc shall be approved by Declarant prior to installation. No other electronic receiving or transmitting equipment will be allowed.

ARTICLE XVI

OPEN SPACE

Every Owner shall have a right and easement of enjoyment in and to the Permanent Open Space, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Permanent Open Space;

b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Permanent Open Space to any public agency, authority or utility for recreational or other purposes as are allowed by and subject to all applicable governmental ordinances; provided that no such dedication or transfer shall be effective unless approved by local governmental authority having jurisdiction over same, and unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

d) any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Permanent Open Space and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE XVII

HOMEOWNERS ASSOCIATION

Every Owner of a Lot, which is subject to assessment, and the Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. The members shall be the Lot owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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 and homeowners dues will be set and shall apply to all homeowners as monthly dues. Such Transfer shall take place when all lots have been conveyed by the Developer, 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 an association. In no event shall Declarant be responsible for enforcing these covenants after a period of twelve (12) months has elapsed since Developer's conveyance of the last lot.

BK011215PG01622

ARTICLE XVIII**ASSOCIATION DUES**

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual Dues. The annual Dues together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be continuing lien upon the property. Each annual Dues, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the annual Dues. The personal obligation for delinquent Dues shall not pass to his successors with title unless expressly assumed by them.

The annual Dues shall initially be established by the Declarant. The Open Space shall be deeded to the Home Owner's Association at the time of its formation. Upon transfer of the Open Space to the Homeowner's Association, the Homeowner's Association shall establish the amount of the Annual Dues as set out in their Bylaws. The Home Owner's Association shall thereafter be responsible for maintenance of the Open Space.

The annual Dues must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

The lien of the Dues provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Dues lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Dues as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Dues thereafter becoming due or from the lien thereof.

ARTICLE XIX**TERM OF COVENANT**

These covenants will run with and be binding on all parties owning lots herein until December 31, 2035, after which time said covenants shall be automatically extended for successive periods of ten years unless said owners, in the majority, prior to the end of any aforesaid period, shall amend or set them aside. This Declarant, without the consent or approval of any other owner, shall have the right to amend this Declaration to conform to the requirements of any law of governmental agency having legal jurisdiction over the property or to qualify the property or any lots and improvement thereon for mortgage or improvement loans made or insured by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of North Carolina. No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deed of Wake County.

ARTICLE XX**REMEDIES**

Any land owner or combination of land owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.

BK011215PG01623

IN TESTIMONY WHEREOF, Fish Brothers Developers, Declarant, has caused this instrument to be executed by its president and secretary and the company seal affixed, all by proper company resolution granted by the members.

Fish Brothers Developers,
a North Carolina General Partnership

By: Nelson F. Fish (SEAL)
Nelson F. Fish, Partner

By: Homer L. Fish (SEAL)
Homer L. Fish, Partner

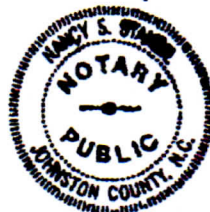
NORTH CAROLINA
COUNTY OF ~~WAKE~~ Johnston

I, the undersigned, do hereby certify that Nelson R. Fish, and Homer L. Fish, partners of Fish Brothers Developers, A North Carolina General Partnership, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

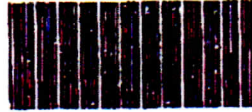
Witness my hand and notary seal, this the 3rd day of February, 2005.

Nancy S. Starnes
Notary Public

My Commission Expires: 7-4-2009



BK011215PG01624



BOOK:011215 PAGE:01617 - 01624

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 Nancy S. Stancil

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: Sheila Chaumont
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

_____ New Time Stamp
8 _____ # of Pages

21.004-071408