

Prepared By: Aaron D. Garrett, Attorney At Law
 Hold For: Aaron D. Garrett, Attorney At Law

PRESENTED
 FOR
 REGISTRATION

000128

90 MAR -5 PM 1:46

NORTH CAROLINA

WAKE COUNTY

KENNETH S. HANKINS
 BOND-POINTE SECTION
 REGISTER OF DEEDS
 WAKE COUNTY

THIS DECLARATION, made this 1st day of March, 1990, by Pulte Home Corporation, a Michigan corporation, by and through Thomas C. Hankins, its duly constituted and appointed Attorney-In-Fact (hereinafter called Declarant).

W I T N E S S E T H:

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 and any owner thereof; and

WHEREAS, the property is, or will become, subject to those certain Declarations of Covenants and Restrictions of the Parkway Community Association recorded in Book 4158, Page 268, Wake County Registry, as amended in Book 4166, Page 275, Wake County Registry and in Book 4202, Page 739, Wake County Registry ("Master Covenants") and Parkway Unit Owners Association recorded in Book 4202, Page 687, Wake County Registry ("Sub-Master Covenants").

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be further 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: (See attached Exhibit A which is incorporated herein by reference).

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

The property described in Article I hereof shall be known and described as residential lots. No building (except as permitted under Article VI) 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 (exclusive of basement and attic).

ARTICLE III

Unless prior architectural approval is obtained pursuant to Article XII hereof, all dwellings constructed on lots in this subdivision shall have an enclosed area of the main structure, exclusive of one-story open porches and garages, of at least 1200 square feet for a one-story dwelling and of at least 1300 square feet for a two-story dwelling.

ARTICLE IV

Notwithstanding any note on any recorded map showing lots subjected to these covenants to the contrary, unless prior architectural approval is obtained pursuant to Article XII hereof, no dwelling shall be erected on any lot nearer to the front lot line than 25 feet, nor nearer to the rear line than 20 feet, nor nearer to the side line than 5 feet provided that the aggregate of the side yards is not less than 15 feet and the distance between dwellings is not less than 15 feet; provided, however, that on corner lots the dwelling may face either street and may be located not nearer than 20 feet to one street if the same is at least 25 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 construed to permit any portion of a dwelling on a lot to encroach upon another lot.

ARTICLE V

No dwelling shall be erected or placed on any lot having a

width less than 40 feet at the minimum building set back line; nor shall any dwelling be erected or placed on any lot having an area of less than 6,500 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plats described on Exhibit A, regardless of width at the minimum building set back line or area in square feet.

ARTICLE VI

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 trade materials or inventories (other than materials for construction of dwellings and other approved structures on the lots) may be stored upon the premises and no trucks, tractors, inoperable automobiles, rubbish, trash, or unsightly materials of any kind may be stored, regularly placed, or allowed to remain on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot; provided, however, upon the prior approval of the Declarant, and upon such terms and conditions specified in the approval, a dwelling or temporary trailer may be utilized as a temporary model home/sales facility. Except with the prior approval of Declarant or the Architectural Committee (which approval may be withheld for any reason), no communication tower, television or radio antenna or tower or satellite dish shall be erected or placed upon any lot. Each lot owner shall provide receptacles for garbage in any area of his lot not visible from the front of the dwelling located on such lot.

ARTICLE VII

No trailer (except temporary construction/sales trailer (s) approved pursuant to Article VI), mobile home, tent, shack, or barn shall be erected or placed or permitted to remain on any lot covered by these covenants. A storage shed may be permitted at the rear of each lot upon approval of the Architectural Committee after the plans

and specifications or a photograph and a plot plan showing the proposed location have been submitted for approval. No travel trailers or other recreational vehicles and boats shall be stored on any lot covered by these covenants.

ARTICLE VIII

Declarant reserves the right to waive violations not in excess of 10% of the front, rear, side street and side line set back requirements. Upon the execution and recordation of such waiver of waivers in the Wake County Registry, such violations shall not thereafter be deemed existing.

ARTICLE IX

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (not to exceed four (4) such household pets at any one time) may be kept, provided that they are not bred or maintained for any commercial purpose.

ARTICLE X

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 XI

No hedge or screen planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot.

ARTICLE XII

ARCHITECTURAL APPROVAL. No building, fence, wall, mailbox or other structure shall be erected, placed, or altered on any premises in said development until the provisions of Article VII of the Sub-Master Covenants have been complied with.

ARTICLE XIII

Enforcement of these covenants 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.



OFFICIAL SEAL
LINDA POCOCK
NOTARY PUBLIC - NORTH CAROLINA
WAKE COUNTY
My Commission Expires 5-10-94

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Linda Pocock, a Notary Public of the County and State aforesaid do hereby certify that THOMAS C. HANKINS, Attorney-in-Fact, for PULTE HOME CORPORATION, a Michigan Corporation, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of and as an act of PULTE HOME CORPORATION, a Michigan Corporation, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Wake County, North Carolina, on April 17, 1989, and recorded in Book 4473 at Page 787, Wake County Registry, and that this instrument was executed under and by virtue of the authority given by said instrument granting him Power-of-Attorney; that the said THOMAS C. HANKINS acknowledged the due execution of the foregoing and annexed instrument for the purposes therein. Witness my hand and official seal, this the 1st day of March, 1990.

Linda Pocock
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of

Linda Pocock

Notar(y)(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.

KENNETH C. WILKINS, Register of Deeds

By

Angela D. Heath
Asst./Deputy Register of Deeds

EXHIBIT A

Beginning at an iron pipe having North Carolina Grid Coordinates of N = 738,444.051 and E = 2,049,247.670, and running thence North 52 deg. 08 min. 11 sec. East 128.75 feet to an iron pipe; thence North 53 deg. 20 min. 31 sec. East 178.38 feet to an iron pipe; thence North 30 deg. 56 min. 41 sec. East 80.87 feet to an iron pipe; thence South 61 deg. 01 min. 20 sec. East 61.37 feet to an iron pipe; thence North 24 deg. 31 min. 35 sec. West 78.16 feet to an iron pipe; thence North 32 deg. 42 min 25 sec. East 84.35 feet to an iron pipe; thence North 61 deg. 25 min. 24 sec. East 183.84 feet to an iron pipe; thence South 65 deg. 33 min. 46 sec. East 153.23 feet to an iron pipe; thence South 24 deg. 29 min. 45 sec. East 138.85 feet to an iron pipe; thence South 32 deg. 30 min 40 sec. East 182.58 feet to an iron pipe; thence South 17 deg. 44 min. 11 sec. East 122.12 feet to an iron pipe; thence South 10 deg. 00 min. 23 sec. West 135.10 feet to an iron pipe; thence South 21 deg. 37 min. 07 sec. East 137.46 feet to an iron pipe; thence South 02 deg. 44 min. 35 sec. East 119.58 feet to an iron pipe; thence South 02 deg. 52 min. 04 sec. East .84 feet to an iron pipe; thence South 87 deg. 21 min 35 sec. West 709.92 feet to an iron pipe; thence North 41 deg. 50 min. 57 sec. West 104.27 feet to an iron pipe; thence North 30 deg. 58 min. 01 sec. West 136.92 feet to an iron pipe; thence North 11 deg. 37 min. 28 sec. East 93.90 feet to an iron pipe; thence North 20 deg. 40 min. 18 sec. West 140.67 feet to the point of beginning and containing 12.3415 acres according to a map entitled "Tracts of M-1, R-3, and Part of R-4, Parkway PUD", the above described tract being tract M-1 as shown thereon, said map being dated 5/8/86 and prepared by Kenneth Close, Inc., Land Surveying.

And being all of the 12.342 acre parcel designated "M-1" as shown on a map recorded in Book of Maps 1989, Page 641, Wake County Registry.

The aforescribed tract has been subdivided and includes all of Lots 1 through 41 inclusive of Bond Pointe Subdivision, Sections I and II as depicted on maps by Kenneth Close, Inc., Land Surveying, dated December 5, 1989 and recorded in Book of Maps 1990, Page 110 (Section I) and Book of Maps 1990, Page 111 (Section II), Wake County Registry.

PRESENTED
FOR
REGISTRATION

000108

90 MAY 18 PM 12:03

PREPARED BY AND HOLD FOR: AARON D. GARRETT, ATTORNEY AT LAW
REGISTER OF DEEDS
WAKE COUNTY

NORTH CAROLINA

WAKE COUNTY

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
BOND POINTE SUBDIVISION

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, made this 16th day of May, 1990, by PULTE HOME CORPORATION, a Michigan Corporation, by and through Thomas C. Hankins, its duly constituted and appointed Attorney-in-fact (hereinafter called Declarant).

W I T N E S S E T H :

WHEREAS, the Declarant heretofore executed a certain Declaration of Protective Covenants for Bond Pointe Section dated the 1st day of March, 1990 and recorded in Book 4662, Page 821, Wake County Registry; and

WHEREAS, ARTICLE XV of the aforescribed Declaration provides that "These covenants may be modified at any time by the recording in the Wake County Registry of an Agreement containing the modifications signed by the record owners of two-thirds (2/3) of the lots covered by these covenants at the time of the recording;" and that "such modification shall not become effective until approved in writing by Declarant, and by Parkway Associates, the Declarant named in the Sub-Master Covenants"; and

WHEREAS, Pulte Home Corporation is the owner of all of the real property (lots) covered by the covenants recorded in Book 4662, Page 821, Wake County Registry; and

WHEREAS, Declarant has requested that Parkway Associates, a North Carolina Partnership, approve the modification hereinafter set forth and Parkway Associates, by the execution of this amendment, hereby acknowledges its approval of the modification.

NOW, THEREFORE, Pulte Home Corporation, a Michigan Corporation, both as Declarant and as owner of the property covered by the covenants recorded in Book 4662, Page 821, Wake County Registry, and Parkway Associates, a North Carolina Partnership, hereby declare that ARTICLE IV of the covenants recorded in Book 4662, Page 821, Wake County Registry is amended by removing the number "25" wherever it appears in said ARTICLE IV and replacing it with the number "20", so that the front lot line set back for each lot shall be 20 feet and the corner lot setbacks shall be not nearer than 20 feet to one street if the same is at least 20 feet from the other street.

Except as herein modified, the remaining provisions of the covenants recorded in Book 4662, Page 821, Wake County Registry shall remain in full force and effect.

IN TESTIMONY WHEREOF, Pulte Home Corporation, a Michigan Corporation, both as Declarant and owner, has caused this instrument to be executed as of the day and year first above written and Parkway Associates, a North Carolina

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Partnership, has caused this instrument to be executed as of the day and year first above written.

PULTE HOME CORPORATION,
A MICHIGAN CORPORATION
(as Declarant and Owner)

BY: Thomas C. Hankins (SEAL)
THOMAS C. HANKINS,
Attorney-in-fact for Pulte Home Corporation,
A Michigan Corporation

Approved by: PARKWAY ASSOCIATES,
A NORTH CAROLINA PARTNERSHIP
BY: Westminster Company, a North Carolina Corporation,
General Partner

BY: E. B. Hanly (SEAL)
E. B. Hanly, Senior Vice President

ATTEST::

R. C. Grabowski
Asst Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA, COUNTY OF WAKE
I, Linda Pocock, a Notary Public of the County and State
aforesaid do hereby certify that THOMAS C. HANKINS,
Attorney-in-Fact, for PULTE HOME CORPORATION, a Michigan
Corporation, personally appeared before me this day and
being by me duly sworn, says that he executed the foregoing
and annexed instrument for and in behalf of and as an act of
PULTE HOME CORPORATION, a Michigan Corporation, and that his
authority to execute and acknowledge said instrument is
contained in an instrument duly executed, acknowledged and
recorded in the office of the Register of Deeds of Wake
County, North Carolina, on April 17, 1989, and recorded in
Book 4473 at Page 787, Wake County Registry, and that this
instrument was executed under and by virtue of the authority
given by said instrument granting him Power-of-Attorney;
that the said THOMAS C. HANKINS acknowledged the due
execution of the foregoing and annexed instrument for the
purposes therein. Witness my hand and official seal, this
the 14th day of May, 1990.

My commission expires 5/10/94

Linda Pocock
Notary Public

NORTH CAROLINA, WAKE COUNTY ss:

I, a Notary Public of the County and State aforesaid,
certify that BRIAN C. Grabowski personally came
before me this day and acknowledged that he is Asst.
Secretary of Westminster Company, a North Carolina
Corporation, General Partner of Parkway Associates, a North
Carolina Partnership, and that by authority duly given and
as the act of the corporation, the foregoing instrument was
signed in its name by its Senior Vice President, E. B.
Hanly, sealed with its corporate seal and attested by
him as its Asst Secretary.
Witness my hand and official seal, this the 16th day of May,
1990.

My commission expires: 9-20-92

Rosemary Gray
NOTARY PUBLIC

The foregoing certificates of Linda Pocock and Rosemary Gray
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.

Don D. Garrett
Society at Law

WYNETH C. WILKINS Registrar of Deeds for Wake County by Don D. Garrett
Deputy/Assistant-Register of Deeds,
RE5/Bond Pointe