

CC&Rs

Bent Creek Townhouse Homeowners Association, Inc.

Order: KS75JNJX6
Address: 741 Benchmark Dr
Order Date: 09-03-2026
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HOLD; WM JONES, ATT

PRESENTED
FOR
REGISTRATION

BOOK 3039 PAGE 522

AUG 10 1 53 PM '82

NORTH CAROLINA
WAKE COUNTY
REGISTER OF DEEDS
WAKE COUNTY, N.C.

DECLARATION OF COVENANTS FOR
BENT CREEK TOWNHOUSES - PHASE TWO

THIS DECLARATION, made on the date hereinafter set forth by B & P ASSOCIATES, a limited partnership organized under the laws of North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in or near the City of Raleigh, County of Wake, State of North Carolina, which is hereinafter referred to as the "Phase Two Property," and is more particularly described as follows:

BEING all of that tract or parcel of land shown on plat entitled "Phase Two, Bent Creek, Lynn Road, Raleigh, N.C.", prepared by Larry I. Chasak, R.L.S., dated 8-10-81, and recorded in Book of Maps 1981, Page 811, Wake County Registry. Said tract adjoins Bent Creek Townhouses, Phase One, and also adjoins other undeveloped lands of B & P Associates.

WHEREAS, Declarant has previously subjected the land adjoining said tract to a Declaration of Covenants, Conditions and Restrictions for Bent Creek Townhouses as recorded in Book 2884, Page 642, Wake County Registry, and as amended in Book 2946, Page 910, said Registry (hereinafter referred to as "Bent Creek Townhouses, Phase One"); and

WHEREAS in the Declaration for Bent Creek Townhouses, Phase One, Article VII, Section 2, as recorded in Book 2946, Pages 911 and 912, provided as follows:

"Section 1. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional land within the boundaries shown on the master plan of Bent Creek Townhouses heretofore submitted to the City of Raleigh Planning Department, and contained in the deed from C. L. Benson, et. al. to B & P Associates, dated August 29, 1980, and recorded in Book 2856, Page 124, Wake County Registry, such land may be annexed by the Declarant without the consent of the members, provided that the City of Raleigh Planning Department and the FHA or the VA determine that the Annexation is in accord with the general plan heretofore approved by them."

WHEREAS Declarant, as the sole owner of the Phase Two Property, now desires to subject said tract to the same covenants, restrictions and conditions that are applicable to the Bent Creek Townhouses, Phase One; and

WHEREAS Declarant has now restated the Declaration, as amended, for Bent Creek Townhouses, Phase One, and now desires to make the same applicable to the Phase Two Property, except that references to dates, lot numbers and block numbers and to recorded plats have necessarily been changed;

NOW, THEREFORE, Declarant hereby declares that the Phase Two 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, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Bent Creek Townhouse Homeowners Association, Inc., its successors and assigns.

Section 2. "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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the lands shown on the plat of Bent Creek, Phase Two, recorded in Book of Maps 1981, Page 811, Wake County Registry, with the exception of that portion of the area within the following lots:

Block 9, Lots A, B, C, D and E inclusive.

Block 10, Lots A, B, C, D and E inclusive.

Block 11, Lots A, B, C, D and E inclusive.

Block 12, Lots A, B, C, D and E inclusive.

Block 13, Lots A, B, C, D and E inclusive.

Block 14, Lots A, B, C, D and E inclusive.

Block 15, Lots A, B, C, D and E inclusive.

Block 16, Lots A, B and C, inclusive.

Block 17, Lots A, B and C, inclusive.

Subject to easements for utilities and dedicated rights-of-way for ingress and egress.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to B & P Associates, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's 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 Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) The right of the Association to suspend the voting rights and right to use of the recreation 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 Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer

signed by two-thirds (2/3) of each class of members has been recorded. Upon dedication of any such areas, the Association shall give notice to the Planning Department of the City of Raleigh."

(d) the right of the Association to limit the number of guests of members;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(f) the right of the individual members to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors or assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first lot, except utility easements, and other dedicated easements.

Section 4. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign one vehicular parking space for each dwelling, such space to be as near the dwelling to which it is assigned as is reasonably possible. The Association may regulate the parking of boats, trailers and other such items on the Common Area. No boats or trailers shall be parked within the right of way of any public street in or adjacent to Bent Creek Townhouses.

Section 5. TV Antennas and Pipe-In Music. The Association may provide one or more central television antennas for the convenience of the members and may supply piped-in music and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas on individual lots.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment 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.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in Sub-paragraph (b) below, such additional lands are annexed to the Properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all as provided for in Article VII, Section 2, below, or

(b) on January 1, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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 each such assessment is made. Each such assessment, 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 assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the residences situated upon the Properties or for 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 and public improvements assessed

against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Fifty and no/100 (\$350.00) per Lot.

(a) From and after January 1 of the year following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than twelve (12) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased about twelve percent (12%) over the amount of the previous year's assessment by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose."

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) 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 each class of 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 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to

mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization are exempt from assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots and all reconstruction or extensions of such walls shall constitute party walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. The owner of any Lot may construct, reconstruct or extend a party wall in any direction (subject to and within the limitations or architectural control and other limitations of these Covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs With Land. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owner That No Contribution is Due. If any Owner desires to sell his property, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this Article V, request of the adjoining property owner or property owners a certificate that no contribution exists, whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request and without charge; provided however, that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional land within the boundaries shown on the master plan of Bent Creek Townhouses heretofore submitted to the City of Raleigh Planning Department, and contained in the deed from C. L. Benson, et. al. to B & P Associates, dated August 29, 1980, and recorded in Book 2856, Page 124, Wake County Registry, such land may be annexed by the Declarant without the consent of the members, provided that the City of Raleigh Planning Department and the FHA or the VA determine that the Annexation is in accord with the general plan heretofore approved by them.

Section 2. Annexation of any other property shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. In the event that a quorum is present and adopts an annexation resolution, but said resolution fails to receive the two-thirds vote required, then additional members not present may give their written assent to the action taken thereat. In such event, the two-thirds requirement may consist of those who voted favorably at the meeting in person and by proxy and of those members who give written assent to the annexation resolution thereafter.

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the owner of any lot may at his election plant

trees, shrubs, flowers and grass in his rear yard and may also maintain portions or all of his rear yard provided that such maintenance by the owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a lot owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association any such owner fails to maintain his rear yard in a neat and orderly manner, the Association may revoke the

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owner's maintenance rights for a period not to exceed one year. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

(As a matter of information to future members of this Association, the developers wish to make it known that it is a part of the original plan of development to construct a variety of dwellings with a variety of exteriors for the good of the entire subdivision. Some dwellings will require far more maintenance than others because of the types of exterior exposures. Nevertheless, in order to avoid monotony and in order to achieve a harmony of design and textures, all of those connected with the conception, design, construction and financing of this subdivision as originally planned, are in accord in their belief that all members of the Association will be benefited by the variety of exteriors and, therefore, the Association should provide exterior maintenance and make a uniform rate of charge without regard to the actual cost of maintenance of each dwelling.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE IX

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each lot and the Common Areas.

Section 2. Use of Properties. No portion of the Properties (except for temporary office of the Declarant and/or model townhouses used by Declarant) shall be used except for residential purposes and for purposes incidental or accessory thereto.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Section 4. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

Section 5. Dwelling Specifications. No dwelling shall be constructed or permitted to remain on any lot having an area of the main structure, exclusive of open porches and decks, of less than 1100 square feet for a one-story dwelling nor less than 1150 square feet for a dwelling of more than one-story.

ARTICLE X

EASEMENTS

All of the Properties, including lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power line and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties.

The common area and all individual lots shall be subject to easements for the encroachment of initial improvements constructed on adjacent lots by the Declarant to the extent that such initial improvements actually encroach, including, but not limited to, such items as overhanging eaves, gutters, downspouts, walls and chimneys.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be

amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. No amendment shall become effective without having been submitted to the Planning Department of the City of Raleigh and approved by said Department. If said Department fails to act thereon within thirty (30) days, then such amendment shall become effective at the expiration of such time. Any amendment must be recorded in the Office of the Register of Deeds of Wake County.

Section 4. FHA/VA Approval. As long as there is a Class B membership in the Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, Dedication of Common Areas, and Amendment of this Declaration of Covenants, Conditions and Restrictions..

Section 5. In accordance with the provisions of Section 10-3074(b) and (c) of the City Code of the City of Raleigh, the Association shall have authority to restrict parking of motor vehicles within property affected by these covenants and shall also have authority to repair the streets within said property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its General Partners, all on this _____ day of _____, 1982

B & P ASSOCIATES

Order: KS75JNJX6

Address: 741 Bellmark Dr

Order Date: 09/01/82

Document not for sale

HomeWiseDocs

BY: *William L. Daise* (SEAL)
GENERAL PARTNER

BY: *[Signature]* (SEAL)
GENERAL PARTNER

NORTH CAROLINA

WAKE COUNTY.

I, the undersigned Notary Public, in and for the aforesaid County and State certify that *Clinton L. Daise* personally appeared before me this day and acknowledged that he is a general partner of B & P Associates, a limited partnership, and that he signed the foregoing Declaration of Covenants on behalf of said partnership.

WITNESS my hand and notarial seal this 28th day of July

Margaret L. Courne
NOTARY PUBLIC

My Commission Expires: 9-8-85

NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid County and State, certify that Louis E. Foole personally appeared before me this day and acknowledged that he is a general partner of B & P Associates, a limited partnership, and that he signed the foregoing Declaration of Covenants on behalf of said partnership.

WITNESS my hand and notarial seal this 28th day of July

Margaret L. Carver
NOTARY PUBLIC

My Commission Expires:

9-8-85



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NORTH CAROLINA — WAKE COUNTY

The foregoing certificate

S. Margaret L. Carver

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.

R. S. MCKENZIE, JR., Register of Deeds

By Mary J. Peoples
Deputy Register of Deeds

NORTH CAROLINA

WAKE COUNTY

BENT CREEK TOWNHOUSES

DEC 5 1 13 PM '80

DECLARATION

ED. H. KENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by B & P ASSOCIATES, a limited partnership organized under the laws of North Carolina, hereinafter referred to as "DECLARANT";

W I T N E S S E T H:

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

BEGINNING at a point marking the intersection of the centerline of Bent Creek Drive with the north line of the former right-of-way of Lynn Road before the dedication of an additional 15 feet; runs thence along the former north line of Lynn Road South 71° 54' West 49 feet to a point; thence continuing along said former right-of-way line South 72° 14' 50" West 453.91 feet to a point; thence North 09° 43' 00" East 86.73 feet to a point; thence leaving said former right of way and running North 22° 46' 45" East 138.81 feet to a point; thence North 12° 22' 30" East 65.61 feet to a point; thence North 16° 28' 10" East 38.08 feet to a point; thence North 37° 11' 20" East 54.00 feet to a point; thence North 02° 00' 20" West 76.83 feet to a point; thence North 32° 54' 10" West 127 feet to a point; thence North 56° 05' 00" East 161.00 feet to a point; thence South 33° 55' East 28 feet to a point; thence North 66° 05' East 109 feet to a point; thence South 70° 26' 43" East 125.87 feet to a point in the center of the 60-foot right-of-way of Bent Creek Drive; runs thence in a southerly direction along the curve of the centerline of the right-of-way of Bent Creek Drive 467.50 feet, said curve having a radius of curvature of 468.97 feet to the left, to a point in said centerline; thence continuing with the centerline of the right-of-way of Bent Creek Drive South 18° 36' East 158.50 feet to the point and place of BEGINNING, being all of Phase One, Bent Creek, according to a plat prepared by Larry I. Chasak, R. S., dated November 4, 1980 and recorded in Book of Maps 1980, page 960, Wake County Registry.

NOW THEREFORE, Declarant hereby declares that all of the properties 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, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Bent Creek Townhouse Homeowners Association, Inc., its successors and assigns.

Section 2. "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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the lands shown on the plat of Bent Creek, Phase One, recorded in Book of Maps 1980, page 960, Wake County Registry, with the exception of the area therein designated as follows:

Block 1, Lots A through C inclusive.

Block 2, Lots A through D inclusive.

Block 3, Lots A through E inclusive.

Block 4, Lots A through D inclusive.

Block 5, Lots A through C inclusive.

Block 6, Lots A through E inclusive.

Block 7, Lots A through E inclusive.

Block 8, Lots A through E inclusive.

Subject to easements for utilities and dedicated rights-of-way for ingress and egress.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to B & P Associates, its successors and assigns, if such successors or assigns

should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's 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 Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreation 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 Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded. Upon dedication of any such areas, the Association shall give notice to the Planning Department of the City of Raleigh.

(d) the right of the Association to limit the number of guests of members;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(f) the right of the individual members to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors or assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first lot, except utility easements, and other dedicated easements.

Section 4. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign one vehicular parking space for each dwelling, such space to be as near the dwelling to which it is assigned as is reasonably possible. The Association may regulate the parking of boats, trailers and other such items on the Common Area. No boats or trailers shall be parked within the right of way of any public street in or adjacent to Bent Creek Townhouses.

Section 5. TV Antennas and Pipe-In Music. The Association may provide one or more central television antennas for the convenience of the members and may supply piped-in music and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas on individual lots.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot 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.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in Sub-paragraph (b) below, such additional lands are annexed to the Properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all as provided for in Article VII, Section 2, below, or

(b) on January 1, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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 each such assessment is made. Each such assessment, 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 assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the residences situated upon the Properties or for 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 and public improvements assessed

against the Common Area, the procurement and maintenance of insurance in accordance with the By-laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Fifty and no/100 (\$350.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.), for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index (or such Index as may succeed the Consumer Price Index) formula by a vote of the members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, provided that any such charge shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) 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 each class of 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 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to

mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization are exempt from assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots and all reconstruction or extensions of such walls shall constitute party walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. The owner of any Lot may construct, reconstruct or extend a party wall in any direction (subject to and within the limitations or architectural control and other limitations of these Covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs With Land. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owner That No Contribution is Due. If any Owner desires to sell his property, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this Article V, request of the adjoining property owner or property owners a certificate that no contribution exists, whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request and without charge; provided however, that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. In the event that a quorum is present and adopts an annexation resolution, but said resolution fails to receive the two-thirds vote required, then additional members not present may give their written assent to the action taken thereat. In such event, the two-thirds requirement may consist of those who voted favorably at the meeting in person and by proxy and of those members who give written assent to the annexation resolution thereafter.

SECTION 2. If within five years of the date of incorporation of this Association, the Declarant should develop additional land within the boundaries shown on the master plan of Bent Creek Townhouse heretofore submitted to the City of Raleigh Planning Department, such land may be annexed by the Declarant without the consent of members, provided that the City of Raleigh Planning Department approves said plans and determines that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the owner of any lot may at his election plant trees, shrubs, flowers and grass in his rear yard and may also maintain portions or all of his rear yard provided that such maintenance by the owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a lot owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association any such owner fails to maintain his rear yard in a neat and orderly manner, the Association may revoke the

owner's maintenance rights for a period not to exceed one year. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

(As a matter of information to future members of this Association, the developers wish to make it known that it is a part of the original plan of development to construct a variety of dwellings with a variety of exteriors for the good of the entire subdivision. Some dwellings will require far more maintenance than others because of the types of exterior exposures. Nevertheless, in order to avoid monotony and in order to achieve a harmony of design and textures, all of those connected with the conception, design, construction and financing of this subdivision as originally planned, are in accord in their belief that all members of the Association will be benefited by the variety of exteriors and, therefore, the Association should provide exterior maintenance and make a uniform rate of charge without regard to the actual cost of maintenance of each dwelling.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE IX

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each lot and the Common Areas.

Section 2. Use of Properties. No portion of the Properties (except for temporary office of the Declarant and/or model townhouses used by Declarant) shall be used except for residential purposes and for purposes incidental or accessory thereto.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Section 4. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

Section 5. Dwelling Specifications. No dwelling shall be constructed or permitted to remain on any lot having an area of the main structure, exclusive of open porches and decks, of less than 1100 square feet for a one-story dwelling nor less than 1150 square feet for a dwelling of more than one-story.

ARTICLE X

EASEMENTS

All of the Properties, including lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power line and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties.

All lots shall be subject to easements for the encroachment of initial improvements constructed on adjacent lots by the Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves, gutters and downspouts and walls.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be

amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. No amendment shall become effective without having been submitted to the Planning Department of the City of Raleigh and approved by said Department. If said Department fails to act thereon within thirty (30) days, then such amendment shall become effective at the expiration of such time. Any amendment must be recorded in the Office of the Register of Deeds of Wake County.

Section 4. FHA/VA Approval. As long as there is a Class B membership in the Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, Dedication of Common Areas, and Amendment of this Declaration of Covenants, conditions and restrictions.

Section 5. In accordance with the provisions of Section 10-3074(b) and (c) of the City Code of the City of Raleigh, the Association shall have authority to restrict parking of motor vehicles within property affected by these covenants and shall also have authority to repair the streets within said property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its General Partners, all on this 28 day of November, 1980.

B & P ASSOCIATES

By: [Signature] (SEAL)
General Partner

By: [Signature] (SEAL)
General Partner

NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public, in and for the aforesaid County and State, certify that [Signature] and [Signature] each personally appeared before me this day and acknowledged that he is a general partner of B & P Associates, a limited partnership, and that he signed the foregoing Declaration on behalf of said partnership.

WITNESS my hand and notarial seal this 28 day of November, 1980.

My Commission expires:

My Commission Expires 9-8-85
NORTH CAROLINA - WAKE COUNTY

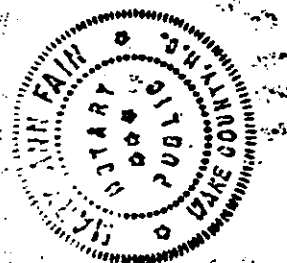
The foregoing certificate of Mary Ann Fair

Notar(y) 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.

R. B. McKENZIE, JR., Register of Deeds

By: [Signature]
Deputy Register of Deeds

NOTARY PUBLIC



RETURN: ERNEST C. PERRY, 1306 HILLSBOROUGH ST, RALEIGH

BOOK 3290 PAGE 162

NORTH CAROLINA
WAKE COUNTY

DECLARATION OF COVENANTS AND ANNEKATION
OF BENT CREEK, PHASE IV, Book of Maps 1984,
Page 62, Wake County Registry

This Declaration of Annexation, made on this the 25th day of May, 1984, by
Richard L. Weale and Associates, Inc., a North Carolina Corporation, successor
in interest to B & P Associates and Louise E. Poole and Associates, Inc.
hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, the Declarant has heretofore executed and caused to be
recorded an instrument entitled "Declaration of Covenants, for Bent Creek
Townhouses - Phase Two", and having been recorded in Book 3039, Page 522, Wake
County Registry, this document being referred to as the "Declaration", and;

WHEREAS, Article VII, Section I of the Declaration provides: "If within
five (5) years of the date of incorporation of this Association, the Declarant
should develop additional land within the boundaries shown on the master plan
of Bent Creek Townhouses heretofore submitted to the City of Raleigh Planning
Department, and contained in the deed from C.L. Benson, et.al. to B & P
Associates, dated August 29, 1980, and recorded in Book 2856, Page 124, Wake
County Registry, such land may be annexed by the Declarant without the consent
of the members, provided that the City of Raleigh Planning Department and the
FHA or the VA determine that the Annexation is in accord with the general plan
heretofore aproved by them", and;

WHEREAS, the Declarant now desires to annex to the property described in
the Declaration, that area designated as "Bent Creek, Phase IV", as described
more particularly in Exhibit A-attached hereto and incorporated herein by
reference;

Order: KS75JNJX6
Address: 741 Benchmark Dr
Order Date: 09-03-2026
Document not for resale
HomeWiseDocs

PRESERVED
FOR
RECORDATION
MAY 25 5 01 PM '84
KENNETH L. HILSON
REGISTERED CLERK
WAKE COUNTY, NC

NOW, THEREFORE, Declarant hereby declares that all of that area designated as Phase IV, as described in Exhibit A, is hereby annexed to the properties described in the Declaration, whereby all of the foregoing areas are now subject to the terms, requirements and conditions of the Declaration, and are entitled to all benefits of the Declaration.

IN TESTIMONY WHEREOF, the Declarant has executed this instrument on the day and year first above written by authority of its Board of Directors.

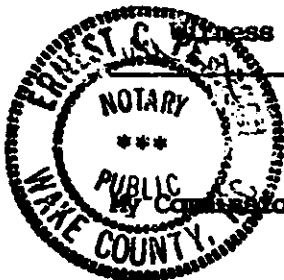
RICHARD L. WEALE AND ASSOCIATES, INC.

By: Richard L. Weale
President

Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, do hereby certify that DEAN PRINTER personally appeared before me this day and acknowledged that he is Secretary of Richard L. Weale and Associates, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in his name by its President, sealed with its corporate seal and attested by himself as its Secretary.



Witness my hand and notarial seal, this the 25th day of August, 1984.

Ernest C. Pearson
Notary Public

My Commission Expires 1-20-86

EXHIBIT A

Being all of Phase IV Bent Creek Subdivision as shown on map recorded in Book of Maps 1984, Page 62, Wake County Registry, which map includes Blocks 68, 69, and 71.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Ernest C. Pearson

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

By Charles A. Wilkins
Asst./Deputy Register of Deeds

PREPARED BY & HOLD FOR : WM JOSLIN, ATTY

BOOK 2946 PAGE 910

PRESENTED
FOR
REGISTRATION

JUL 30 10 54 AM '81

R.E. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA

FIRST AMENDMENT TO BENT
CREEK TOWNHOUSES DECLAR-
ATION OF COVENANTS, CON-
DITIONS & RESTRICTIONS.

COUNTY OF WAKE

THIS FIRST AMENDMENT to the Bent Creek Townhouse Declara-
tion, made on the date hereinafter set forth, by B & P Associates,
a limited partnership organized under the laws of North Carolina,
hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant has previously executed and recorded the
Bent Creek Townhouses Declaration, the same having been recorded
on December 5, 1980 in Book 2884, pages 642 through 654, Wake
County Registry; and

WHEREAS, Declarant reserved the right to amend said Declara-
tion and now desires to amend the same as follows:

1. Article II, Section 1, paragraph (c) as it appears in
Book 2884, page 644, Wake County Registry is deleted, and is re-
placed by the following:

"(c) The right of the Association to dedicate or trans-
fer all or any part of the Common Area to any public
agency, authority, or utility for such purposes and sub-
ject to such conditions as may be agreed by the members.
No such dedication or transfer shall be effective unless
an instrument agreeing to such dedication or transfer
signed by two-thirds (2/3) of each class of members has
been recorded. Upon dedication of any such areas, the
Association shall give notice to the Planning Department
of the City of Raleigh."

2. Article III, Section 1 as it appears in Book 2884, page
645, Wake County Registry, is deleted, and replaced by the follow-
ing:

"Section 1. Every owner of a lot which is subject to
assessment shall be a member of the Association. Mem-
bership shall be appurtenant to and may not be separated
from ownership of any lot which is subject to assessment."

3. Article IV, Section 2, as the same appears in Book 2884, page 646, Wake County Registry, is hereby amended by adding a period after the word "necessary" on the last line of said paragraph and by deleting the following words at the end of said paragraph "and such other needs arise."

4. Article IV, Section 3(a) and (b) as the same appears in Book 2884, page 647, Wake County Registry, is hereby deleted and replaced by the following:

"(a) From and after January 1 of the year following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than twelve (12) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above twelve (12%) per cent over the amount of the previous year's assessment by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose."

5. Article IV, Section 7, as the same appears in Book 2884, page 648, Wake County Registry, is hereby amended by adding the following sentence at the end of said paragraph:

"A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance."

6. Article VII, Section 1 of the Declaration as it appears in Book 2884, page 651, Wake County Registry is hereby renumbered as Article VII, Section 2.

7. Article VII, Section 2 of the Declaration as appears in Book 2884, page 651, Wake County Registry, is hereby deleted and is renumbered and replaced by the following:

"Section 1. If within five (5) years of the date of incorporation of this Association, the Declarant should

-3-

develop additional land within the boundaries shown on the master plan of Bent Creek Townhouses heretofore submitted to the City of Raleigh Planning Department, and contained in the deed from C. L. Benson, et. al. to B & P Associates, dated August 29, 1980, and recorded in Book 2856, page 124, Wake County Registry, such land may be annexed by the Declarant without the consent of the members, provided that the City of Raleigh Planning Department and the FHA or the VA determine that the Annexation is in accord with the general plan heretofore approved by them.

8. The second paragraph of Article X entitled "Easements" is hereby deleted and is replaced by the following:

"The common area and all individual lots shall be subject to easements for the encroachment of initial improvements constructed on adjacent lots by the Declarant to the extent that such initial improvements actually encroach, including, but not limited to, such items as overhanging eaves, gutters, downspouts, walls and chimneys."

EXCEPT as hereinabove amended, said Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned being the original Declarant, and also the Declarant of the First Amendment to the Bent Creek Townhouses Declaration, has caused this instrument to be executed by its General Partners, all on this the 28 day of

July, 1981.

Address: 741 Benchmark Dr.
Order Date: 09-03-2026
Document not a deed
HomeWiseDoc
BY: C. L. Benson
GENERAL PARTNER

NORTH CAROLINA
WAKE COUNTY

BY: [Signature]
GENERAL PARTNER

I, the undersigned Notary Public, do hereby certify that C. L. Benson, General Partner of B & P Associates, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. I witnessed my hand and notarial seal this the 28 day of July, 1981.

MAUREEN P. SIMMONS
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires: Sept. 26, 1984

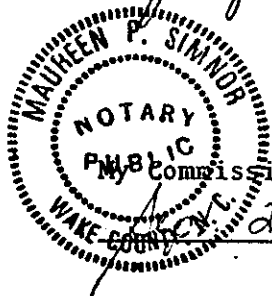
Maureen P. Simmons
NOTARY PUBLIC

NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that
Louis E. Poole, General Partner of B & P
 ASSOCIATES, personally appeared before me this day and acknow-
 ledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 28 day of
July, 1981.



Maurice P. Simnor
 NOTARY PUBLIC

Order: KS75JNJX6
 Address: 741 Benchmark Dr
 Order Date: 09-03-2026
 Document not for resale
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NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of Maurice P. Simnor

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.

R. B. McKENZIE, JR., Register of Deeds

Wm. B. Peoples
 Deputy Register of Deeds

PREPARED BY AND HOLD FOR: Cyrus A. Holbrook

PRESENTED

RECEIVED

SEP 20 3 51 PM '85

BOOK 3562 PAGE 206

NORTH CAROLINA
WAKE COUNTY

DECLARATION OF COVENANTS AND
ANNEXATION OF BENT CREEK,
PHASE VI, BOOK OF MAPS 1985,
PAGE 1511, WAKE COUNTY REGISTRY

THIS DECLARATION OF ANNEXATION made on this 13 day of
September, 1985, by Projects, Inc., a North Carolina corporation,
successor in interest to B & P Associates, Louis E. Poole and Associates,
Inc., C. J. Deese and Company, Builders, Inc., and C. J. D, Inc.,
hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, a successor in interest to the Declarant has heretofore
executed and caused to be recorded an instrument entitled "Declaration
of Covenants for Bent Creek Townhomes--Phase Two," having been recorded
in Book 3039, Page 522, Wake County Registry, and the aforesaid document
being referred to as the "Declaration," and

WHEREAS, Article 7, Section 1 of the Declaration provides:

"If within five (5) years of the date of incorporation of this Associa-
tion, the Declarant should develop additional land within the boundaries
shown on the master plan of Bent Creek Townhouses heretofore submitted
to the City of Raleigh Planning Department, and contained in the deed
from C. L. Benson, et al to B & P Associates, dated August 29, 1980,
and recorded in Book 2856, Page 124, Wake County Registry, such land
may be annexed by the Declarant without the consent of the members,
provided that the City of Raleigh Planning Department and the FHA or
the VA determine that the Annexation is in accord with the general
plan heretofore approved by them," and

WHEREAS, the Declarant now desires to annex the property described
in the Declaration, that area designated as "Bent Creek, Phase VI, as
described more particularly in Exhibit A, which is attached hereto
and incorporated herein by reference;

NOW, THEREFORE, Declarant declares that all of the area designated
as Phase VI and as described in Exhibit A is hereby annexed to the
properties described in the Declaration, whereby all of the foregoing
areas are now subject to the terms, requirements and conditions of
the Declaration, and are entitled to all benefits of the Declaration.

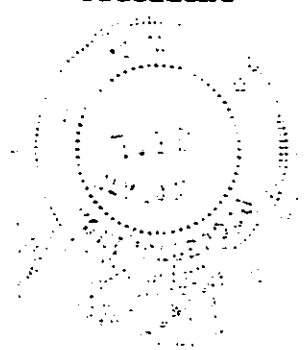
IN TESTIMONY WHEREOF, the Declarant has executed this instrument on the day and year above first written by authority of its Board of Directors.

PROJECTS, INC.

BY: Richard L. Weale
President

ATTEST:

Richard L. Weale
Secretary



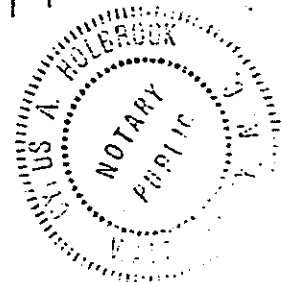
NORTH CAROLINA
WAKE COUNTY

I, the undersigned, a notary public in and of the aforesaid county and state do hereby certify that RICHARD L. WEALE personally appeared before me and acknowledged that he is Secretary of Projects, Inc., a North Carolina Corporation, and that he signed the foregoing Declaration of Covenants on behalf of Projects, Inc.

WITNESS my hand and notarial seal this the 13 day of September, 1985.

[Signature]
Notary Public

My Commission Expires: 11/1/85



Order: KS75JNJX6
Address: 741 Benchmark Dr
Order Date: 09-03-2026

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Kenneth C. Wilkins

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 Joyce B. Johnson
Deputy Register of Deeds

BOOK 3562 PAGE 208

EXHIBIT "A"

All of Phase VI, Bent Creek, as shown on Map recorded in Book
of Maps 1985, Page 1511, Wake County Registry, AND BEING 6.08099 AC.

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*Held for
Park Survey Park*
NORTH CAROLINA

WAKE COUNTY

BK6729PG0880

PRESENTED
FOR
REGISTRATION

RESTRICTIVE COVENANTS FOR
BENT CREEK LOTS 1 - 4

95 OCT 31 PM 12:22

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

This Instrument, made and executed this 27th day of October, 1995, by Sherer-Taylor Partnership, a N.C. General Partnership, (Developer), and Larry G. Taylor and wife, Patricia C. Taylor, and R. Michael Sherer and wife, Carolyn Sherer, (Owners) who together own the following described property:

BEING all of Lots No. 1, 2, 3, and 4 of Bent Creek Subdivision as shown on map recorded in Book of Maps 1995, Page 513, Wake County Registry.

And Whereas, the said Developer and Owners desire to subdivide, develop and market the said property and lots hereinabove referred to as exclusive single-family residential property, and to this end to desire to make of said property as attractive, desirable residential development according to the standards which they deem to be most nearly suited to the location, conditions and circumstances of said real property;

NOW, THEREFORE, the said Developer and Owners, do hereby adopt the following restrictions to apply to said property, and do hereby covenant and agree with all other firms, persons, cooperatives, or corporations who may hereafter purchase lots in said property, that said property is subject to the following restrictions operating as covenants running with the land.

1. All lots in the above described property shall be known and described as single-family residential lots, and shall be used for residential purposes only. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling and a private garage for not more than three cars and other out buildings incidental to residential use of the said tracts of land.

2. No shops, stores, factories, places of business resort, or business house of any kind, shall be erected, or suffered, which are licensed to exist on the property above described, and no hospital, asylum, or institution of like or kindred nature shall be erected or suffered, or licensed to exist upon the property above described.

3. The provisions of the zoning ordinances of the Town of Cary shall apply and be controlling as to the front, side and rear yard requirements of the location of dwellings on the lots in this subdivision, and also as to the location on said lots of garage and outbuildings.

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4. Each dwelling so constructed upon the said lot or lots shall have a minimum floor space of 1,700 square feet. In determining the square footage of any dwelling, all carports, garages, storage houses, basements and unenclosed porches shall be excluded in determining the square footage of said dwelling and shall in no way be included as a part of the 1,700 square feet required for each dwelling.

5. No dwelling including the garage and carport whether attached or detached from the main dwelling, shall be constructed, situated, or allowed to remain on any lot, unless the plans and specifications and location of the same shall have been first approved in writing by the Developer, his successors and assigns. If the Developer fails to approve or disapprove such specifications, plans and locations within two weeks of receipt of same, the Developer, his successors and assigns will be deemed to have waived his right to object to said specifications, plans and location. The Developer, and his successors or assigns covenants that his approval or disapproval of specifications, plans, and location shall be reasonable and made in good faith. Approval of such plans, specifications and location shall be evidenced by written endorsement of the Developer on such plans and/or maps, copies of which shall be delivered to the owner or owners of the lot upon which the prospective structure is contemplated prior to the beginning of construction. No external structural changes or deviations in or from such plans and specification as approved shall be made without the prior written consent of the Developer, his successors and/or assigns. For the purpose of limitation of this specific paragraph, the Developer shall be entitled to stop any construction in violation of this restriction so long as the Developer owns one or more lots set forth hereinabove. Provided, however, no approval shall be required with reference to the design and location of any porch, driveway, or terrace adjoining the main dwelling.

6. No lots may be divided or resubdivided into smaller lots without the written consent of Developer, it's heirs, successors, and assigns.

7. No cesspools and no privies shall be constructed or kept on any lot within the tracts of land hereinabove described.

8. No noxious or offensive trade or activity shall carried on any lot in this development nor shall anything be done thereon that shall be or become an annoyance or nuisance to the neighborhood.

9. No trailer, modular homes, mobile home, shack, garage, tent, prebuilt site delivered home whether newly constructed or existing constuction, or other out building erected in the tract shall at any time be used as a residence. No house trailers, travel trailers, or trailers of any description, saving and excepting small utility trailers and canvas topped campers, will be permitted

on this property unless placed in an enclosed storage area.

10. No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure of use of the occupants, but not maintained or bred for any commercial use or purpose.

11. No automobiles or trucks, without valid up-to-date license plates, shall be permitted upon said premises, unless said automobile or trucks are kept in an enclosed storage area to the rear of any dwelling; it being the intent of this covenant to prevent unused or abandoned vehicles upon any building lot and to prevent the unsightliness of same.

12. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside on enclosed structure. Provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash and other such debris for pickup by governmental and/or other similar garbage or trash removal services.

13. All fences on the property shall be of brick, stone, concrete, chain-link, or wood, provided, however, that no fence shall be located on any portion of lots 1, 2, and 3 between the front of any residence structure located thereon and Trimble Avenue, exclusive of temporary storm or silt fences. As to Lot 4, no fence shall be located forward of the 20' sanitary sewer easement as shown on Map recorded in Book of Maps 1995, Page 513, Wake County Registry, between said sanitary sewer easement and Trimble Avenue.

14. The North Carolina State Highway Commission shall have the right to encroach upon the frontage of any of the property in this development for a depth of five feet from the front line of said property, for the purpose of maintaining the streets in said development.

15. No signs or billboards of any description shall be displayed on the property, with the exception of signs "For Rent" and "For Sale", which signs shall not exceed 9 square feet in size.

16. No cement, solite, concrete block or similar block shall be used in any exposed exterior wall in any structure on any lot; only brick, brick veneer, brick and frame, or frame being permitted.

17. In the event that any governmental agency, whether the same be the Town of Cary, the County of Wake, the State of North Carolina, or the United States of America, or any subdivision thereof, obtains title to any lot or lots herein referred to,

either by way of conveyance or by way of condemnation, then and in such event, these covenants shall be null and void as to the land so taken and shall not be binding upon said governmental agency so condemning said property or taking the same by conveyance.

18. The Cary Zoning Ordinance in effect as of the 27th day of October, 1995, is hereby incorporated by reference and is hereby made a part of these restrictive covenants as if fully set forth in words and figures; it being understood that should there be a conflict between these covenants and the Cary Zoning Ordinances in effect as of the 27th day of October, 1995, then and in such event, the stricter language, whether the same be in the covenants or the Zoning Ordinance, shall apply.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 27th day of October, 2015.

20. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or person violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN TESTIMONY WHEREOF, the said parties hereto have hereunto set their hands and seals as of the date and year first above written.

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SHERER-TAYLOR PARTNERSHIP, DEVELOPER
OWNER OF LOTS 3 & 4

BY: R. Michael Sherer (SEAL)
General Partner

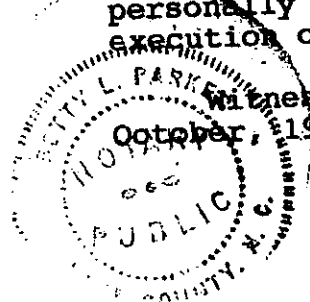
BY: Larry G. Taylor (SEAL)
General Partner

R. Michael Sherer (SEAL)
R. MICHAEL SHERER, OWNER OF LOT 1

Carolyn Sherer (SEAL)
CAROLYN SHERER, OWNER OF LOT 1

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public in and for the aforesaid State and County, certify that R. Michael Sherer and Larry G. Taylor, both being General Partners of Sherer-Taylor Partnership, personally came before me this day and acknowledged the due execution of the foregoing document.

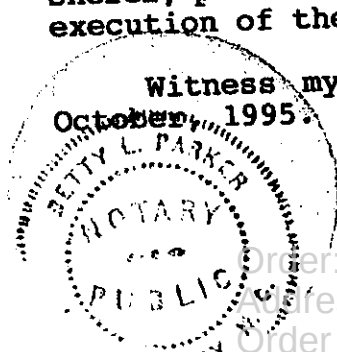


Witness my hand and notarial seal, this the 30th day of October, 1995.

Betty L. Parker
NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/05/98

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public in and for the aforesaid State and County, certify that R. Michael Sherer and wife, Carolyn Sherer, personally came before me this day and acknowledged the due execution of the foregoing document.



Witness my hand and notarial seal, this the 30th day of October, 1995.

Betty L. Parker
NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/05/98

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Order Date: 09-03-2026
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BK6729PG0885

Larry G. Taylor
LARRY G. TAYLOR, OWNER OF LOT 2

Patricia C. Taylor
PATRICIA C. TAYLOR, OWNER OF LOT 2

NORTH CAROLINA

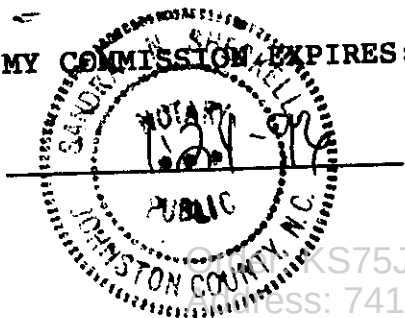
Johnston COUNTY

I, the undersigned Notary Public in and for the aforesaid State and County, certify that Larry G. Taylor and wife, Patricia C. Taylor, personally came before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and notarial seal, this the 31 day of October, 1995.

Sandra Sh. Lutz
NOTARY PUBLIC

MY COMMISSION EXPIRES:



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Order Date: 09-03-2026 6
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NORTH CAROLINA — WAKE COUNTY

The foregoing certificate

Betty L. Payton
Sandra H. Sheppard 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
KENNETH C. WILKINS, Register of Deeds
Asst./Deputy Register of Deeds