

76 Hold: Sink, Powers, Sink & Potter, L.L.P.

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NORTH CAROLINA

WAKE COUNTY

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PRECEDENCE  
FOR  
RECORD  
PROTECTIVE COVENANTS  
OF  
PINECREST SUBDIVISION,  
A PORTION OF PHASE I,  
LOTS 1-29 & 43-57,  
BOOK OF MAPS 1994, PAGE 1659  
WAKE COUNTY

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PRESENTED  
FOR

KNOW ALL MEN BY THESE PRESENTS, that Charles M. Reeves, III, hereinafter known as Developer, does hereby agree and covenant with all persons, firms, or corporations now owning or hereafter acquiring any property in the area hereinafter described, that Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 and 57, as specifically enumerated on plat of PINECREST SUBDIVISION, A PORTION OF PHASE I, LOTS 1-29 & 43-57 as recorded in Book of Maps 1994, Page 1659, Wake County Registry, are hereby subject to the following restrictions as to the use thereof, which shall run with said property by whomsoever owned, from and after the date of conveyance from Developer, to wit:

1. Building Unit: A building unit shall consist of each of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 and 57, as specifically enumerated on plat of PINECREST SUBDIVISION, A PORTION OF PHASE I, LOTS 1-29 & 43-57 as recorded in Book of Maps 1994, Page 1659, Wake County Registry. The owners of said lots or building units may vary the lines of said lots, but except as might be otherwise provided herein, shall not resubdivide the lots in such manner that the number of lots within the portion of Pinecrest Subdivision shown on said recorded plat will be increased.

2. Land Use and Building Type: No building unit shall be used except for residential purposes and no part of said property shall be used for business, manufacturing or commercial purposes. No part of any lot or building unit shall be used for street purposes except by the prior written approval of Developer, his heirs or assigns, or by such person or persons as he shall in writing designate. No building shall be erected, altered, placed or permitted to remain on any building lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, a private garage for not more than two cars, and outbuildings incidental to residential use; provided, however, that no buildings other than the dwelling shall be allowed except with the prior approval of Developer, or by such person or persons as Developer shall designate in writing. A private garage for more than two cars may be allowed, if Developer or such person or persons as Developer shall designate in writing shall approve such garage, and if it shall comply with paragraph five of the Protective Covenants.

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I, Henry H. Sink, Jr., the Attorney who drafted the original of this instrument, hereby re-record pursuant to G.S. 47-36.1, to correct a minor error in Paragraph 10.C. The sole purpose of Paragraph 10.C. was to prohibit direct driveway access (hereinafter "access") to Pinecrest Rd. For clarification purposes only, I included in said Paragraph a list of roads to which access was permitted, inadvertently omitting O'Neal Rd. as a permitted access road. Henry H. Sink, Jr.

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3. Dwelling Size: No dwelling shall be permitted on any building unit which dwelling contains a total finished living area of less than 2,400 square feet. For purposes of this covenant, basements, porches, garages and storage areas shall not be considered as part of finished living area.

4. Building Location: No building shall be located on any lot nearer to the front lot line than the minimum distance required by the City of Raleigh nor nearer to any side street right of way than 20 feet. No building or structures shall be located nearer than 10 feet to any interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of any building, but this may not be construed to permit any portion of a building upon any building unit to encroach upon any other building unit.

5. Architectural Approval: In order to maintain architectural beauty throughout the subdivision, and to guard against the erection thereon of poorly placed, designed, or proportioned structures, no building shall be erected, altered, or permitted to remain on any building unit until a plot plan showing the location of said building on the lot and the plans and specifications showing the type, exterior lines and architectural finishes thereof shall have been submitted to and approved in writing by the Developer, or by such person or persons as he shall in writing designate. In the event the Developer or the person or persons designated by Developer fail to approve or disapprove such plot plan, plans and/or specifications within 30 days after said plans and specifications have been submitted as herein required, such approval will not be required, and this covenant shall be deemed to be fully complied with. Architectural approval shall be required for the construction of all improvements upon any building unit, including, but not limited to, the location, materials and style of mailboxes and fences. That portion of all driveways lying between the paved portion of subdivision streets and the front lot line shall be paved, either with asphalt, concrete, brick, or material approved by Developer. During construction of driveways or land-disturbing activities on building units or street right of way in front of lots, lot owners undertaking such activities shall be responsible for installing erosion control devices if necessary, to control water pollution from sedimentation and to prevent accelerated erosion and sedimentation of water sources. These devices, if required by the municipality or Developer, shall be constructed and maintained in accordance with the then current municipal ordinances and regulations. No construction debris shall be placed or dumped on any street right of way. Any ground cover or drainage system located within the street rights of way, ditches, or slopes of streets which are disturbed during construction activity shall be re-established by the lot owner responsible for such activity.

6. Pets: No animals, livestock or poultry shall be raised, bred, kept, or allowed to remain on any lot other than household pets, and household pets shall not be bred or maintained for commercial purposes. Horses and ponies shall not be deemed to constitute household pets.

7. Nuisances: No noxious or offensive 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 mobile home, truck cargo trailer or abandoned car shall be allowed to be placed, erected or maintained on any lot. No boats, campers, abandoned cars, industrial trucks, mobile homes, or trailers shall be placed or permitted to remain on a street or in front of any dwelling constructed upon the property.

8. Prohibited Structures: Mobile homes, shell homes, modular homes, pre-cut, pre-assembled, and package homes, and all other similar type buildings are expressly prohibited on any building unit of the subdivision, except that the Developer may, without being required to do so, approve a home or other outbuilding on any lot with some of its components being pre-cut or pre-assembled. Television satellite antenna dishes and similar devices are expressly prohibited on any building unit except upon receipt of written approval as to size, design and location from Developer and from all adjacent lot owners.

9. Waiver of Violations: The Developer, or a person or persons designated by Developer in writing, shall have the absolute authority to waive minor violations of these restrictions. A minor violation of these restrictions shall be deemed to mean not more than ten percent.

10. Easements, Entrances, Drive Way Access.

A. A 10' wide landscape easement (the "Landscape Easement") is reserved along Pinecrest Road within the westerly lot lines of Lots 1, 2, 3, 49, 50, 51 and 57 of PINECREST SUBDIVISION, A PORTION OF PHASE I, LOTS 1-29 & 43-57 as shown on plat recorded in Book of Maps 1994, Page 1659. Sign Easements are reserved at the Pinecrest Subdivision entrances over those portions of Lots 1 and 57 designated as "Sign Easement" on plat recorded in Book of Maps 1994, Page 1659 Wake County Registry. Developer shall maintain the Landscape Easement and all Pinecrest Subdivision entrances and entrance signage, including the above referenced Sign Easements, until the first to occur of July 30, 1997 or such time as Developer shall have assigned such maintenance obligations to a Pinecrest Subdivision neighborhood garden or social club organized, managed and funded by Pinecrest Subdivision homeowners on a voluntary basis for the purpose, among others, of assuming said maintenance responsibilities.

B. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet along and within each side line of each said lot. In these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or drainage facilities, or which change the direction of flow of drainage canals in the easement or which may obstruct or retard the flow of water through the drainage channels in the easement. Said easement area of each lot and all improvements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is or becomes responsible.

C. Driveways serving Lots 1, 2, 3, 49, 50, 51 and 57 of PINECREST SUBDIVISION, A PORTION OF PHASE I, LOTS 1-29 & 43-57 as shown on plat recorded in Book of Maps 1994, Page 1659, shall enter solely from Fiddlewood Court or Tallowtree Drive; as to said Lots 1, 2, 3, 49, 50, 51 and 57, no direct driveway access to Pinecrest Road shall be permitted. (\*O'Neal Road  
H.H.S.

11. Term: These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of 35 years from the date these covenants are recorded. These covenants may be extended or modified by an instrument recorded prior to the expiration of the term of these covenants, and signed by a majority of the owners of building units affected by these covenants.

12. Enforcement: Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages therefore.

13. Severability: Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

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

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IN WITNESS WHEREOF, CHARLES M. REEVES, III, the DEVELOPER, has hereunto set his hand and seal, this 17 day of November, 1994.

Charles M. Reeves, III (SEAL)  
Charles M. Reeves, III

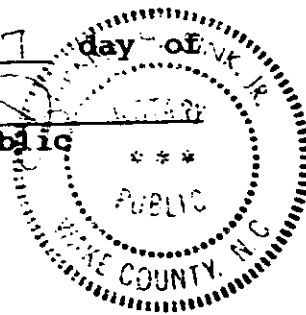
NORTH CAROLINA  
WAKE COUNTY

I, HENRY H. SINK JR., a Notary Public for Wake County, North Carolina, certify that Charles M. Reeves, III personally came before me this day, and being by me duly sworn, acknowledged that he signed the foregoing instrument.

Witness my hand and official seal, this the 17 day of November, 1994.

My Commission Expires: My Commission Expires 8-21-99

Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Henry H. Sink Jr.

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

Meta N Harris

Asst/Deputy Register of Deeds