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Clifton & Singer, 4900 Falls of Neuse Road, Suite 160,
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REGISTERED
WAKE COUNTY

NORTH CAROLINA

WAKE COUNTY

PROTECTIVE COVENANTS FOR CARY PINES
SUBDIVISION, NEAR RALEIGH, NORTH CAROLINA,
RECORDED IN BOOK OF MAPS 1992, PAGE 1023,
WAKE COUNTY REGISTRY

THESE PROTECTIVE COVENANTS, made this 18th day of February, 1993,
by Bill Clark Construction Co., Inc., a North Carolina Corporation
(hereinafter called "Declarant");

WITNESSETH, that Declarant Bill Clark Construction Co., Inc., is
the owner of Lots 1 through 62 of Cary Pines Subdivision, located in
Wake County, North Carolina, all as shown on Map recorded in Book of
Maps 1992, Page 1023, Wake County Registry, hereby declare the
above-described real property is and shall be held, transferred, sold
and conveyed, subject to the protective covenants hereinafter set
forth:

I. Preamble. The above described lands, which are subject to
these protective covenants, and any other lands, which now or hereafter
will be subject to these protective covenants, are being developed by
Declarant Bill Clark Construction Co., Inc.

II. Purpose. The real property above described is hereby made
subject to the protective covenants and restrictions for the purpose of
insuring the best use and most appropriate development and improvement
of the subdivision and each building site therein; preserving the
natural beauty of the real property; preventing the construction of
poorly designed or constructed improvements; and securing the proper
location of all dwelling units.

III. Residential Use. Each lot within the subdivision shall
constitute a residential building site and shall be used for
residential purposes only, provided, however, that such restrictions
shall not prohibit the maintenance and occupancy by any builder of
model homes, temporary sales trailers, or temporary construction
trailers. Approval for model homes, and temporary sales and
construction trailers shall be required by Declarant. The subdivision
layout of lots on subsequently recorded maps (re-subdividing the tracts
shown on the aforesaid recorded map) shall be substantially adhered to;
provided, however, that with the approval of Declarant Bill Clark
Construction Co., Inc., its successors or assigns, or the Architectural
Committee hereinafter referred to, the size and shape of any building
site may be altered; provided further, that no building site or group
of building sites may be resubdivided so as to result in a greater
number of sites than shown on said recorded subdivision map.

IV. Square Footage: No residential structure which has an area of less than 1300 square feet of heated space shall be erected or placed on any lot. The term "heated space" shall be deemed to exclude all porches, breeze-ways, steps and garages. Declarant reserves the right to waive in writing any minor violation to this paragraph provided the violation does not exceed 10%.

V. Architectural Committee; Architectural and Site Approval. Declarant Bill Clark Construction Co., Inc. shall appoint and designate an Architectural Committee composed of two (2) persons. No site preparation and no construction of any dwelling unit or other improvement (including, but not limited to, streets and driveways, outbuildings, fences, mass plantings, clotheslines, radio and/or television antennae, mail and newspaper boxes, utility connections, outside lighting) shall be begun until the plot plans, building plans, elevation plans and building specifications have been submitted and approved by the Architectural Committee, and the Committee has further given written approval of the location of the structures and improvements, as well as approval of the external design and materials. The Architectural Committee approval is absolute even if arbitrary. Architectural Committee approval is hereby waived for Bill Clark Construction Co., Inc.

VI. Erosion Control. During site preparation and construction, the owner of the building site or sites and the builder shall take such action as may be required by Declarant Bill Clark Construction Co., Inc., or any governmental authority charged with responsibility, to control erosion and sedimentation of streams resulting from erosion. If the owner does not maintain such controls, Declarant Bill Clark Construction Co., Inc. may have the required work done and the costs paid by the owner.

VII. Easements. Declarant Bill Clark Construction Co., Inc. shall have all easements, including the right of entry, necessary to inspect and perform work, or cause such work to be performed, in connection with Paragraph V above. In addition, Declarant Bill Clark Construction Co., Inc. reserves the right to require subsequent owners of building sites to dedicate additional easements if, in the opinion of Declarant Bill Clark Construction Co., Inc., relocations are necessary for the development of the sites.

VIII. Driveways and Parking Areas. No driveways or parking areas will be permitted to remain with a gravel finish. No parking within the subdivision shall be permitted except in designated areas. Adequate off-street parking shall be provided by the owner of each building lot for the parking of vehicles owned or controlled by members of the owner's family.

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IX. Signs. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet placed in the yard of a detached single family lot advertising the property for sale, or signs used by the builder to advertise the property and direct construction during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

X. Nuisances. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

XI. Animals. No animals or poultry of any kind, except household pets, shall be kept or maintained in any manner on said property.

XII. Term. These protective covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2030.

XIII. Enforcement. If the parties hereto, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning real property which is subject to these covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, him or her from so doing or to recover damages for such violation.

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

XV. Amendment. So long as Declarant is the owner of any lots it shall have the right to amend these restrictions so long as the amendment is not in violation of any municipal requirements.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be signed by its corporate officers and the respective seals hereunto affixed by authority of their Boards of Directors the day and year first above written.

BILL CLARK CONSTRUCTION CO., INC.
A North Carolina Corporation

ATTEST:

James B. Allen
Secretary
(CORPORATE SEAL)

By:

W. D. Beck
President

(SEAL)



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STATE OF NORTH CAROLINA
COUNTY OF Litt

I, a Notary Public of the County and State aforesaid, certify that Quincy D. Allen personally came before me this day and acknowledged that she/he is (~~Asst.~~) Secretary of BILL CLARK CONSTRUCTION CO., INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (~~Vice~~) President, sealed with its corporate seal and attested by him/her as its (~~Asst.~~) Secretary.

Witness my hand and official stamp or seal this 18th day of February 1993.

Shirley J. Little
Notary Public



My Commission Expires: 9-3-95

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Shirley J. Little
Notary(ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Marta W. Harris
Asst./Deputy Register of Deeds