

Hold For: Burns, Day & Presnell, P.A. (JMD) **#35**

Wake County, NC 353
 Laura M Riddick, Register Of Deeds
 Presented & Recorded 09/26/2000 12:34:22
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**NORTH CAROLINA
 WAKE COUNTY**

**PROTECTIVE COVENANTS
 WALL CREEK SUBDIVISION, PHASES 4, 5 & 6**

THIS DECLARATION, MADE THIS September 25, 2000, by **PBM ASSOCIATES, LLC**, a North Carolina limited liability company, (the "Declarant").

W I T N E S S E T H

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

Article I

The real property which is subject to these covenants is Wall Creek Subdivision, Phase 2, located in Wake County, North Carolina and is more particularly described as follows:

SEE EXHIBIT A ATTACHED AND INCORPORATED INTO THIS INSTRUMENT

No property other than that described above shall be deemed subject to this Declaration until specifically made subject thereto.

The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

Article II

The lots described in Article I hereof shall be used as residential lots. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed three stories in height and a private garage for not more than four cars.

Article III

Declarant shall designate and appoint an Architectural Committee composed of three persons (hereinafter referred to as the "Committee"). The Declarant will appoint all of the original members and all replacements of the Committee.

No site preparation and no construction, executions or installations of any structures, facilities, or other improvements whatsoever including fences, walls, mail boxes, outside lighting, newspaper boxes, screen plantings and landscaping, shall be undertaken on any lot within the subdivision until the building plans, specifications and plat plans have been submitted to the Committee, and the Committee has given written approval as to the location of the proposed structures, facilities and improvements with regards to topography, flowing and impounded waters, beginning and finished ground elevations existing trees and shrubs, trees and shrubs to be planted and neighboring structures, and has also given written approval of the proposed structures, facilities, and improvements and the general character of the subdivision.

The further written approval of the Committee shall be required for any alterations of any approved plans, or subsequent to construction, the alteration or modification of structures and improvements insofar as the modification or alteration would affect the conformity and harmony of the external design and external materials with other proposed or existing structures and improvements and general character of Wall Creek.

In the event Declarant or the appointed Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, and in any event, if, after the submission, no suit to enjoin the erection of any building authorized in these Articles has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with.

Article IV

DWELLING SIZE AND DRIVEWAYS: Except with the prior written approval of the Committee, no single-story residential structure which has less than 1,400 square feet of area, exclusive of porches, breeze-ways, steps and garages, shall be permitted. All single story residences shall have a roof pitch of not less than 7/12; and one and one-half story residences shall have a roof pitch of not less than 10/12; and all two or three story structures shall have a roof pitch of not less than 8/12. Roof pitches for contemporary designed houses will be approved on an individual basis by the Committee.

The developer reserves the right to waive in writing any minor violation of this Article. Any violation which does not exceed 10% shall be considered a minor violation.

Article V

No dwelling shall be erected on any lot nearer to the front lot line than 30 feet, nor nearer to a side lot line than 12 feet; nor nearer to the rear than 25 feet. Declarant reserves the right to waive violations of these set-back requirements which are not in excess of 10% of the requirements stated above.

Article VI

A dwelling may be placed on more than one lot providing that plans and specifications for the same have been approved by Declarant or the appointed Architectural Committee.

Article VII

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories (except during construction) may be stored upon the premises and no trucks, tractors or inoperable automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

Article VIII

No trailer (except recreational vehicles and boats which are parked behind the dwelling and screened from street view), tent, or barns shall be erected or placed on any lot covered by these covenants. No detached structure other than a garage shall be permitted on any lot without written approval of the Committee.

Article IX

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or household pets may be kept, provided that they are not bred or maintained for any commercial purpose. Any animal pens must be approved by the Declarant or the appointed Architectural Committee.

Article X

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors and assigns.

Article XI

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

Article XII

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

Article XIII

Invalidation of any one 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.

Article XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agrees to change said covenants in full or in part.

Article XV

All public and private utility distribution lines and facilities to be located in the subdivision shall be placed underground. Declarant reserves the right to subject the subdivision to a contract and easement with Wake County, Carolina Telephone and Telegraph Company, Wake Electric Membership Corporation, and any other public or private utility company for the installation of underground utility cables and facilities; and for the installation of street lighting which may require a continuing monthly payment to the utility by each lot owner for a proportional part of the total street lighting cost.

Article XVI

These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereby by written document executed by the Declarant so long as Declarant shall own one or more lots, or by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, when Declarant shall no longer own any lots in the Subdivision. Such instrument shall be recorded in the Wake County Registry.

Article XVII

Declarant dedicates and reserves utility easements across and under an area 30 feet in width located 15 feet on either side of all front side and rear-lot lines. Any recombination of lot areas that results in a different side-lot or rear-lot line shall change the area subject to this easement; provided however, that no such recombination shall affect the rights of any person, firm, or corporation resulting from the physical location of utility lines or facilities in any such easement area prior to such recombination.

Declarant reserves for a period of 3 years from the date hereof an easement to go on any lot above mentioned whereon a sediment control basin is located for the purpose of maintaining, covering up, or removing such basin.

Article XVIII

The owner of each lot shall provide adequate off-street parking for all motor vehicles owned by the occupants of such lot. There shall be no parking or motor vehicles in the streets of the subdivision.

Article XIX

Each owner shall maintain all buildings on his lot in a neat and pleasing manner, and shall keep such lot free and clear of all tall grass, unsightly undergrowth, dead trees, trash and rubbish. Declarant shall have the right to enforce these provisions by specific performance; or, in the alternative, to have the lot and/or buildings cleaned up and maintained and to recover all costs incurred in doing so from the owner, including court costs and reasonable attorney's fees.

Article XX

No satellite television reception dishes or other devices for the receipt of electromagnetic signals shall be located on any lot subject to these restrictions. Any person desiring to install an exterior television antenna shall first obtain the approval of the Architectural Committee regarding the size, shape, location, proportion, and all other matters regarding the impact of the proposed antenna on the appearance of the house. The Architectural Committee shall exercise its sole discretion in approving or withholding any such approval.

IN WITNESS WHEREOF, the undersigned Managers have caused this instrument to be signed in the company name, sealed, and delivered, all as the act of the company, the date first above written

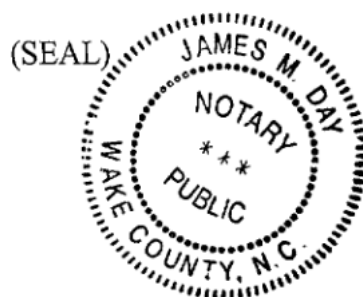
PBM ASSOCIATES, LLC
a North Carolina Limited Liability Company (SEAL)
BY ITS MANAGER(S):

BY: R. W. Mullins, Jr. (SEAL)
Name: R. W. Mullins, Jr.

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public in and for the aforesaid County and State, certify that R. W. Mullins, Jr., a Manager of PBM Associates, LLC, a North Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of and as the act of the Company.

Witness my hand and notarial seal this September 25, 2000.



[Signature]
Notary Public
My Commission expires: 7/27/2001

EXHIBIT A

BEGINNING at an existing iron pipe on the line of Cold Springs Ventures, LLC. as recorded in DB 6883 PG 56 and being at the southwest corner of lot 92 of Wall Creek Subdivision, Phase 2 as recorded in MB 1997 PG 1162, said point being at NC GRID Coordinates[NAD27], (x)E=2,156,275.46', (y)N= 787,256.41', thence with the line of Wall Creek Phase 2, N77°53'29"E 397.17' to an existing iron pipe at the southeast corner of lot 90 and being on the western right-of-way of Green Turret Drive, a 50' public road; thence crossing said road N75°57'49"E 50.00' to a point on the eastern right-of-way of Green Turret Drive; thence N 14°02'11"W 29.20' to an existing iron pipe at the southwest corner of lot 39; thence N75°57'49"E 160.22' to an existing iron pipe at the southeast corner of lot 39 and being in the western line of lot 37; thence S57°55'46"E 296.35' to an existing iron pipe at the southern common corner of lots 35 and 34; thence S30°05'49"E 113.11' to an existing iron pipe at the southwest corner of lot 33; thence N73°31'20"E 179.35' to an existing iron pipe at the southeast corner of lot 33 and being on the western right-of-way of Staples Drive, a 50' public road; thence crossing said road N73°31'20"E 50.00' to a point; thence along a curve that turns in a counter-clockwise direction, said curve having a radius of 335.00', a chord bearing and distance of N21°43'05"W 61.19', for an arc length of 61.28' to an existing iron pipe at the southwest corner of lot 19; thence N63°02'31"E 192.45' to an existing iron pipe at the southeast corner of lot 19 and being on the western line of the Myrtle R. Wall Heirs; thence with the Wall line S 00°59'46"E 12.78' to an existing iron pipe, S03°38'54"W 894.37' to a point in Rocky Falls Branch; thence with the run of said branch and the Wall line: (i) S73°11'31"W 22.09'; (ii) S57°51'57"W 60.91'; (iii) S69°52'14"W 57.74'; (iv) S64°28'09"W 35.37'; (v) S32°42'10"W 20.39'; (vi) N76°53'51"W 39.35'; (vii) S57°11'13"W 60.19'; (viii) S26°35'22"W 43.94'; (ix) N89°07'02"W 29.46'; (x) S47°07'11"W 28.77'; (xi) S17°47'36"E 33.13'; (xii) S10°56'26"W 38.30'; (xiii) S38°16'26"E 47.01'; (xiv) S00°00'43"W 81.22'; (xv) S14°20'18"E 45.81'; (xvi) S34°32'43"W 89.00'; and (xvii) S17°40'51"E 20.90' to a point at the north east corner of The Town of Rolesville Recreation site, as recorded in DB 7282 PG 689; thence along the northern line of the Recreation site S86°44'37"W 818.78' to a point in Fish Pond Branch and being in the eastern line of James J. Linus as recorded in DB 7283 PG 35; thence with said branch and the Linus line N53°02'10"W 25.62' and N68°01'21"W 114.95' to a point on the eastern line of Cold Spring Ventures, LLC.; thence with the line of Cold Spring Ventures, LLC. N03°06'04"E 1276.74' to the point of beginning and containing 35.9132 acres, more or less, according to a survey prepared by Ronald W. Mercer, PLS#1475 and being a portion of Tract B as shown on a map entitled "Recombination Survey" "Tract A - H.E.S. Incorporated" "Tract B - Roy Ed Jones, Robert H. Jones, George S. VanNortwick" as recorded in MB 1990 Pg. 1013.

Laura M Riddick
Register of Deeds
Wake County, NC



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Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate ___ of James M. Day

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