

PREPARED BY JOHN M. RICH
HOLD FOR WARREN, PERRY, ET AL.

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000 NORTH CAROLINA
WAKE COUNTY

PRESENTED
REGISTRATION

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PROTECTIVE COVENANTS
PINNACLE RIDGE SUBDIVISION

THIS DECLARATION MADE THIS 16th day of June, 1993, by ROCKY MOUNTAIN ENTERPRISES, LTD., a North Carolina Corporation hereinafter called 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 Pinnacle Ridge Subdivision located in Panther Branch Township, Wake County, North Carolina, and is more particularly described as follows:

Being all of Pinnacle Ridge Subdivision, including
Lots 1 through 30, as shown on that map recorded in
Book of Maps 1993, Page 697, Wake County Registry.

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

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

ARTICLE II

The 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

All residential structures constructed shall have a heated area of not less than 1,400 square feet with an attached or detached garage for

no less than 2 cars, no less than 1,500 square feet with a one car garage, or no less than 1,650 square feet with no garage. For the purposes of this paragraph, the square footage shall not include porches, breezeways, steps, carports and garages. 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 8/12; 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 Architectural Control Committee. As used herein "roof pitch" refers to the portion of the roof facing the street, or, on the front of the house, or, to sections of roof forming a gable end that is on the front of the house.

The developers reserve 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 IV

All structures in the subdivision shall meet the following criteria:

A. Exterior siding for each dwelling and garage shall be either brick veneer, stone, wood, hardboard, or stucco.

B. Each dwelling unit shall have a driveway of concrete paving which runs from the street no less than 25 feet into the lot. Such driveway shall be a minimum of 16 feet wide at the street and may decrease in width as it runs into the lot, provided, that it shall be no less than 10 feet wide at any point.

ARTICLE V

No dwelling shall be erected on any lot nearer to the front lot line than 35 feet, nor nearer to a side lot line than 15 feet; provided, however, on corner lots the dwelling may face either street and may be located no nearer than 30 feet to one street if the same is at least 35 feet from the other street. Declarant reserves the right to waive violations of these set-back requirements which are not in excess of 10% of the requirements stated above. Declarant, so long as it shall own at least one lot described above, shall determine the location of each house on each lot. Such location shall be shown on the plat plan submitted to the Architectural Committee.

ARTICLE VI

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, erections, or installation

of any structures, facilities, or other improvements whatsoever, including fences, walls, mail boxes, outside lighting, newspaper boxes, dog pens, screen plantings, and landscaping, shall be undertaken on any lot within the subdivision until the building plans, specifications, and plot 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 with respect to conformity and harmony of the external design, exterior colors, and external materials thereof with other proposed or existing structures 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 the subdivision.

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 VII

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 VIII

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 outside clothesline may be installed in Pinnacle Ridge Subdivision. 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 IX

No trailer (except recreational vehicles and boats which are parked behind the dwelling and screened from street view), tent, shack, or barn 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. All propane, LPG, and other storage tanks in the subdivision shall be located underground.

ARTICLE X

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, and Declarant shall exercise its sole discretion in allowing or denying animal pens so long as it shall own any lot subject to these covenants.

ARTICLE XI

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 XII

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. This Article shall not apply to the entrance signs located on lots 1 and 30.

ARTICLE XIII

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

ARTICLE XIV

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 XV

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 agreeing to change said covenants in full or in part.

ARTICLE XVI

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 any public or private utility company for the installation of underground utility cables, pipes 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 XVII

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 thereof by written document executed by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply. Such instrument shall be recorded in the Wake County Registry.

ARTICLE XVIII

Declarant dedicates and reserves utility easements across and under an area 20 feet in width located 10 feet on either side of all side and rear-lot lines; and located on the 20 foot area closest to each front lot line. 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. For the purposes of this Article, corner lots shall be deemed to have 2 front lot lines.

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 purposes of maintaining, covering up, or removing such basin.

ARTICLE XIX

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

ARTICLE XX

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. The owner of each lot shall maintain a grassed lawn area on the shoulders and

slopes adjacent to the paved streets, and shall maintain, and replant as needed, all grass, ornamental trees and shrubs which shall be placed on the cleared areas along the streets after streets are installed. Declarant shall have the right to enforce this provision 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.

The failure of the lot owner to pay the costs incurred by Declarant in maintaining, replanting, cleaning up or otherwise enforcing this provision within 30 days of the date of billing shall constitute a failure to pay for labor and materials as contemplated by North Carolina General Statutes, Chapter 44(A)-8 et seq.; and Rocky Mountain Enterprises, Ltd., its successors and assigns, shall be entitled to proceed against the non-paying lot owner to perfect and enforce a lien against such lot as provided in North Carolina General Statutes Chapter 44A-12 et seq.

Notice shall be given to the owner of each lot by enclosing a written statement of the amount spent for maintenance, and the amount of the proportionate share in a postage paid envelope addressed to the person listed as the owner of the lot in the records maintained by the Wake County Tax Collector for the year in which the maintenance shall be provided, and addressed to such property owner at the address shown in the tax records. Such notice shall be deemed to have been given at the time that such envelope, having postage properly paid, is deposited into the United States mail.

ARTICLE XXI

No satellite television reception dishes or other devices for the receipt of electromagnetic signals shall be located on any lot subject to these Restrictions so as to be visible from the public streets in Pinnacle Ridge. Any person desiring to install a satellite dish or 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 dish or antenna on the appearance of the house. The Architectural Committee shall exercise its sole discretion in approving or withholding any such approval. Nothing herein shall be construed to give any person the right to erect an outside antenna without the prior approval of the Architectural Committee.

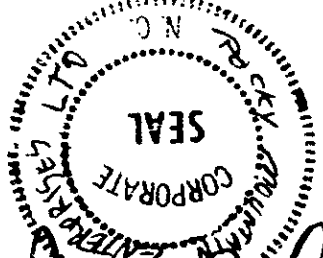
ARTICLE XXII

The Declarant reserves an easement on Lots Nos. 1 and 30 as shown on the above-referred map for the purposes of locating thereon entrance signs and landscaping for the entrances to the subdivision. Included in the rights reserved by Declarant is the right to go on the easement area and to plant and maintain plants, shrubs, and trees and to maintain, repair, and replace any signs or portions thereof located on such lots.

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The rights retained hereunder by Declarant shall be for the benefit of the Declarant, and for any person, firm, or corporation which shall hereafter own any lot in the subdivision.

IN TESTIMONY WHEREOF, ROCKY MOUNTAIN ENTERPRISES LTD. has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed all by order of its Board of Directors on the day and year first above written.



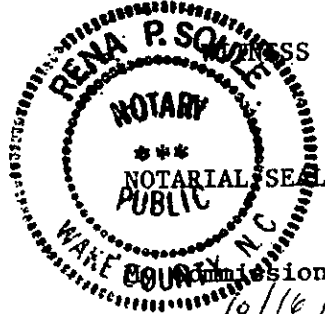
John M. Rich, Secretary

ROCKY MOUNTAIN ENTERPRISES, LTD.

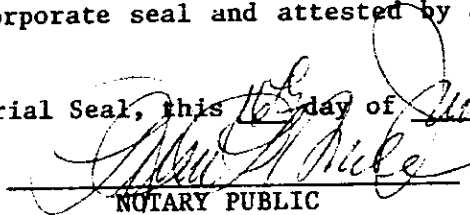
By 
Sanford W. Bailey, President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that JOHN M. RICH, personally came before me this day and acknowledged that she is the Secretary of Rocky Mountain Enterprises, Ltd., 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 President, sealed with its corporate seal and attested by JOHN M. RICH as its Secretary.



WITNESS my hand and Notarial Seal, this 16 day of June, 1998.


NOTARY PUBLIC

Commission Expires: 10/16/95

RS0022--/10/19/92

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of ___

Rena P. Soule
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 
Asst./Deputy Register of Deeds