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Prepared by and mail to:
Daniel R. Flebotte
Attorney at Law
P.O. Box 886
Creedmoor, NC 27522

**STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
SOUTHERBY**

ARTICLE I

DEFINITIONS

Section 1. "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 2. "Property" or "Properties" shall mean and refer to that certain real property hereinafter described in attached Schedule "A" and such additions thereto as may hereafter be brought within the jurisdiction of these Restrictive Covenants.

Section 3. "Common Area" All property deemed Riparian Buffer, By division of water quality. The Declaration hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common areas subject to these restrictive covenants, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first lot, including, but not limited to, drainage easements and easements to governmental authorities, upon the condition that such area as shall be designated common areas shall be for the sole and exclusive use and benefit of the owners. Such area shall be maintained in conformity with the requirements of this Declaration of Restrictive Covenants. Under no circumstances can anyone build on the area designated as Riparian Buffer. Let it be known that all burms are not common property and are the property of the titled land owner, and as such must be maintained by the individual owner.

Section 4. "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 listed as a part thereto of Southerby's Subdivision.

Section 5. "Declarant" shall mean and refer to Landmark Securities, L.L.C. and join in this declaration for the sole purpose of releasing their rights, if any, in the property comprising Southerby's Subdivision. Den-Mark Construction, Inc. and RG TEC Securities Inc join in this

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declaration for the sole purpose of subjecting those lots in Southerby's Subdivision, previously conveyed to them, to this Declaration of Covenants, Conditions and Restrictions.

Section 7. "Common Expenses" shall mean and include:

- (A.) All sums lawfully assessed by these Restrictive Covenants against its members;
- (B.) Expenses for maintenance of the homes as provided in this Declaration;
- (C.) Expenses of administration, maintenance, repair or replacement of the common areas;
- (D.) Hazard, liability or other such insurance premiums as the Declarations require.
- (E.) Other expenses agreed by the owners to be common expenses of the property.

Section 8. Owner shall mean and refer to every person who is an owner of a lot subject to these restrictive covenants.

Section 9. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.

Section 10. "Home" shall mean and refer to a dwelling or place of residence constructed upon a lot within the property.

ARTICLE II

PROPERTY RIGHTS

Section 1. "Owners" Easement of Enjoyment. Owners 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 Owners upon majority vote to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area

(B) The right of the Owners upon majority vote to charge reasonable admission and other fees for the use of any recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(C) The right of the Owners upon majority vote 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 to by the members.

(D) The right of the Owners upon majority vote to formulate, publish and enforce rules and regulations as hereinafter set forth.

(E) The right of the Owners upon majority vote, in accordance with any Bylaws they pass,

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to borrow money for the purpose of improving the common areas and facilities, upon consent of at least two-thirds (2/3) of the lot owners, excluding the Declarant.

(F) All easements and parking rights hereinafter defined. Note: There are two beneficial easements of record for public review and the lift station which is an easement but not noted on the plat map.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family who reside on the property.

Section 3. Parking Rights. All owners of lots upon which are constructed detached homes have paved driveways entering and exiting on streets with not less than two parking spaces or a pad sufficient to park two vehicles. In event that said detached homes have common driveways, each owner shall be entitled to an easement across the adjoining lot upon which the common driveway is constructed for the purpose of ingress, egress, and regress only.

Section 4. Antennas and Cablevision. No satellite dishes shall be erected thereon unless such dishes are mounted on the residential dwelling and have a diameter not more than twenty-four (24) inches. Notwithstanding any other provisions there shall not be any satellite dishes in the front or side yards. Cable Vision may be provided and installed by the local cable franchisee.

ARTICLE III

OWNERS AND VOTING RIGHTS

Every owner of a lot which is subject to assessment, including contract purchasers, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be entitled to vote.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and personal Obligation of Assessments. The Owners of each lot by the acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay for:

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 fee, shall be charged on the land and shall be a continuing lien upon the

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property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment is due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by a majority vote of owners shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, the enforcement of these covenants and the provision of services and facilities for purposes of and related to the Common area.

Section 3. The annual Assessment shall be determined by a vote of two-thirds (2/3) of the Owners.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Owners upon majority vote 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 the Owners. This includes maintenance of any subdivision signs, including the entrance.

Section 5. Date of Commencement of Annual Assessments: 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 assessment period. Written notice of the annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Owners upon majority vote 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 dates shall be established by the Owners. The Owners shall, upon demand, and for a reasonable charge furnish a certificate of the assessments on a specific lot have been paid. The properly executed certificate as to the state of assessment on a lot is binding upon the Owners as of date of its issuance.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Owners. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of prime plus one and one half (1 1/2%) percent per annum. The Owners 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 of the assessments provided.

Section 7. Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to a lien of any first mortgage. Sale or transfer of any lot shall not affect the assessments lien. However, the sale or transfer of a lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien upon such sale or transfer.

However, no such sale or transfer shall relieve such lot from liability for any lien for assessments thereafter becoming due.

ARTICLE V

EXTERIOR MAINTENANCE

Section 1. In addition to maintenance of the Common Area, and any private streets, parking areas and sewer lines, the Owners upon majority vote may provide (upon notice to the Owner) exterior maintenance upon each lot which would be subject to an additional assessment hereunder as follows: care for trees, grass and shrubs.

Section 2. Any owner who fences or encloses any portion of his lot. Said fence or enclosure shall require the prior approval of the Architectural Committee/Owners (developer, builder, or home association, whomever has over 50% of the ownership). The owner must provide a picture of the fence and a drawing of the proposal. The Architectural Committee has 30 days to review the picture, drawing and proposal. The owner may plant trees shrubs, flowers and grass in the fenced or enclosed portion as he elects and shall maintain both the interior and exterior sides of the fences as well as the enclosed portion at the owner's expense, provided such maintenance does not hinder the Owners in performing its maintenance duties to the Common Area. No such maintenance by an Owner shall reduce the assessment payable by him to the Owners Fund.

Section 3. All owners shall be responsible for maintaining and repairing subject to this declaration, at their own expense the exterior walls, roof, foundation and/or other structure of the home. No Stucco foundation will be allowed in front of the houses. The foundation must be brick or stone. All owners shall further be responsible at their own expense for proper maintenance their yards, including but not limited to the mowing and trimming of grass and other ground covers as required. All lots during construction must be kept clean and properly graded during construction. If, in the opinion of the majority of Owners shall after notice to the owner provide for such maintenance or repair and the cost of the assessment to which his Lot is subject shall be adjusted accordingly. If, in the opinion of the majority of Owners any such owner fails to properly maintain his yard, the Owners shall after notice to the owner provide for such maintenance, including but not limited to the mowing and trimming of grass and other ground covers, and the cost of the assessment to which his Lot is subject shall be adjusted accordingly.

Section 4. In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful negligent acts of its owner and his/her family, tenants, contract purchasers, guests or invites, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, or smoke, as the foregoing are defined and explained in North Carolina standard Fire and Extended Coverage Insurance Policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Lot is subject.

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Section 5. Other Exterior Maintenance Restrictions. All owners will have the same mailboxes as specified by the Builder/Developer. No dog pens are allowed.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. No building, roofing, fence, wall, antenna, clothes line, or other structure shall be commenced, erected, or maintained up the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications knowing the nature, kind, shape, colors, paint, height, and location of the said improvements or alterations shall have been submitted to and approved in writing as to harmony of external design and location in the relation to surrounding structures and topography by the Architectural Committee composed of three (3) or more representatives appointed by a majority of Owners. In the event that the Declarant, the fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with; provided, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Declarant, the Board or its Committee can arrive at the decision.

Section 2. The said Declarant, the Board or its Committee shall have the right, at their election, to enter upon any lot during construction, erection, or installation of improvements or alterations to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workman-like manner, utilizing approved method and good quality materials.

ARTICLE VII

USE RESTRICTIONS

Section 1. Rules and Regulations. The Owners by majority vote shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Owners, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the owners and available to them for inspection during normal business hours.

Section 2. Use of Property. Each home and the Common Area and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the Bylaws.

A. All buildings and the limited common area and facilities shall be used for residential and related common purposes. No lot may be subdivided. All homes shall be used only as a single-family residences and for not other purposes, provided, however, that the Declarant may use one

or more homes for offices and/or model homes for sale purposes. No structure of a temporary character- trailer, tent, shack, garage or other out building, shall be placed on any lot, either permanently or temporarily except those temporary structures used in connection with construction on any lot or street or street within the Southerby's Subdivision.

B. No residential building less than 1,300 square feet plus or minus 5% of heated living area excluding porches, carports, decks or other out structures shall be placed on any lot.

C. Construction of any improvement upon any lot shall be completed within twelve (12) months from the commencement of construction.

D. Nothing shall be kept and no activity shall be carried in any building or home or on the Common Area and facilities which will increase use, for the property or the contents thereof. No owner shall do or keep anything, nor cause or allow anything to be done or kept, in his home or on the Common Area and facilities which will result in the cancellation of insurance on any portion of the property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Area and facilities. All garbage receptacles, containers and enclosures shall be located at the rear of the home and shall be concealed by walls, fences, or other screening at all times except for pick-up times. During construction all sites will be kept clean and graded properly.

E. No immoral, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, ordinances, and regulation or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property shall be complied with, by and at the sole expense of the owner, whichever shall have the obligation to maintain or repair such portion of the property.

F. Nothing shall be done in or to any home or in, to, or upon any of the Common Area and the facilities which will impair the structural integrity of any building, home, or portion of the Common Area and facilities or which would impair or alter the exterior of any building or portion thereof, except in the manner provided in this Declaration.

G. No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property, except that the Declarant or its agents may use any unsold home or lease up to the five homes for sales or display purposes.

H. No owner shall display, or cause or allow to be displayed, to public view, any sign, placard, poster, billboard, or identifying name or number upon any home, building, or any portion of the Common Area and Facilities, except any owner may display a for sale sign not to exceed 2'X3' on his lot or a yard sale sign not to exceed 3'X3', said yard sale sign can only be up 48 hours prior to sale and down 48 hours after sale. No other signs shall be permitted.

I. No person shall undertake, cause or allow any alteration or construction or upon any portion of the Common Area and facilities.

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J. The Common Area and facilities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the homes, subject to any rules or regulations that may be adopted a majority of Owners pursuant to other bylaws. It shall be protected at all times from erosion and damage.

K. All automobiles and other motor vehicles must be currently licensed and inspected if they are visible from adjacent property. Any automobiles not currently licensed and inspected shall be subject to removal at the owner's expense. No automobiles, motor vehicles, boats, recreational vehicles or trailer of any type shall be parked upon the roads or right-of-ways overnight. Boats, recreational vehicles or trailer of any type must otherwise be parked or stored elsewhere outside the subdivision. Furthermore, no boats recreational vehicles or trailer of any type shall during any said five (5) day period be parked in front of the front building line on all lots and on corner lots in front of the side building line to the adjacent street.

L. No clothing rags, rugs, linens, blankets, draperies, or patios, fences or other structure at any time except on any clothes line, as may be permitted under this Declaration.

M. No building shall be placed nearer than ten (10) feet to the side property line or nearer than twenty (20) feet to the rear property line or nearer than thirty (30) feet from the front of the property line on a lot. If the lot is a corner lot, set back requirements shall be fifteen (15) feet. Storage buildings with approval of the majority of Owners, may be placed within ten (10) feet of the rear property line. The initial owner must secure prior approval of Declarant for the location of any residential structure. No one can put any structure in the riparian buffer zone designated by the State Division of Water Quality of D.E.N.R.

N. Each owner of a lot shall at all times maintain the lot and structure thereon in a well kept condition.

O. Removal of live trees by an Owner requires written approval of a majority of Owners unless the tree is less than ten inches (10") in diameter at a height above the ground of two feet(2').

P. All swimming pools must be in ground. No above ground swimming pools shall be permitted.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the property, not shall anything be done which may become a nuisance or annoyance to residents within the property.

Section 4. Animals No animal, livestock, or poultry of any kind shall be kept or maintained on any lot 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 and further that they are kept in the home of the owner.

ARTICLE VIII

Section 1. Walks, Drives, Parking Area, and Utilities. All of the Common Area shall be subject to a perpetual non-exclusive easement or easements in favor of all owners of lots for their use and the use of their immediate families and guests for a proper and normal purposes and for ingress, and egress and regress for driveways, walkways, and parking areas. And all of the property shall be subject to perpetual non-exclusive easements in favor of all owners of lots for their use and the use of their immediate families and guests for water lines sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and other public utilities all of which shall be established prior to subjecting the property to this Declaration by the Declarant of its predecessors in title and for the use of the owner, their families and guests; shall have the power and authority to grant and to establish in, over, upon and across the Common Area conveyed to it such further easements as are requisite for the convent use and enjoyment of the property and Southerby's Subdivision.

Section 2. Encroachments. All lots and Common Area 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 without limitation, such item are overhanging eaves, gutters, down spout, exterior storage rooms, fences and walls. If any encroachment shall occur subsequent to subjecting the property to this declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every lot shall be subject to an easement for the entry and encroachment by the Declarant for a period not to exceed eighteen (18) months after the conveyance of a lot to an owner. Said easement shall be for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected lot to as near the original condition as practicable.

Section 3. Emergencies Every lot and home shall be subject to an easement for entry by the Architectural Committee for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any lot or within any home and that endangers any building or portion of the Common Area and to do other work reasonable necessary or useful for the property maintenance of Southerbys Subdivision.

Section 4. Other Easements All owners of detached homes shall have a perpetual easement to go upon adjacent lots for the purpose of maintaining and repairing the exterior walls, roof, foundation or other structure, as herein provided. However, no repair materials may be stored upon the adjacent lot and the owner, upon making entry for such purpose, shall restore the affected lot or lots to as near the original condition as practicable.

The Declarant reserves the right to subject the real property in this subdivision to a contract with Duke Power Company for the installation of street lighting, which requires a continuing monthly payment to Duke Power Company by each residential customer. There already exists several beneficial easements of record serving utilities to the lots, including a lift stated not noted on the recorded plat map.

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ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. 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 and hereafter imposed by the provisions of this Declaration. Failure 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 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 period for ten (10) years. This declaration may be amended by an instrument by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

Section 4. FHLA/VA Approval As long as there is a class "B" membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, declaration of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Lease of House No home shall be leased for transient or hotel purposes, nor may any owner lease less than the entire unit, nor shall any such lease be for a period of less than 180 days. All leases shall be subject to the Declaration.

Section 6. Conflicts. In the event of irreconcilable differences between the Declaration and the Owners, the Declaration shall control.

Section 7. Enforcement. Enforcement of Covenants will be the responsibility of whichever party owns over 50% of the property at the time of said enforcement, or any owner.

EXECUTION AND ACKNOWLEDGMENT PAGES FOLLOW

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This the _____ day of _____, 2002.

Timothy P. Kelly (Seal) _____ (Seal)
Ronald F. Meyer (Seal) _____ (Seal)
Joe Kelly (Seal) _____ (Seal)

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public of the County and state aforesaid, certify that Timothy P. Kelly
 _____, personally appeared before me this day and
 acknowledged the due execution of the foregoing instrument. Witness my hand and official
 stamp or seal, this 24 day of May, 2002.



JILL FLEBOTTE
 Notary Public
 Wake County, NC

Jill Flebotte
 NOTARY PUBLIC

STAMP-SEAL

My Commission Expires: 9-17-2006

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public of the County and state aforesaid, certify that
Ronald F. Meyer, personally appeared before me this day and
 acknowledged the due execution of the foregoing instrument. Witness my hand and official
 stamp or seal, this 24 day of May, 2002.



JILL FLEBOTTE
 Notary Public
 Wake County, NC

Jill Flebotte
 NOTARY PUBLIC

STAMP-SEAL
 My Commission Expires: 9-17-2006

STATE OF NORTH CAROLINA

COUNTY OF Wake

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I, a Notary Public of the County and state aforesaid, certify that
Jan Riley, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official
stamp or seal, this 24 day of May, 2002.



JILL FLEBOTTE
Notary Public
Wake County, NC

Jill Flebotte
NOTARY PUBLIC

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and state aforesaid, certify that
_____, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official
stamp or seal, this _____ day of _____, 2002.

NOTARY PUBLIC

STAMP-SEAL

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and state aforesaid, certify that
_____, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official
stamp or seal, this _____ day of _____, 2002.

NOTARY PUBLIC

STAMP-SEAL

My Commission Expires: _____

STATE OF NORTH CAROLINA

STATE OF NORTH CAROLINA, GRANVILLE COUNTY
The foregoing certificate of Jill Flebotte

4700
Is certified to be correct. This instrument was presented for registration and filed in this office in Book 907
Page 285 This 4th day of June, 2002, at 1:40 o'clock P.M.
By George B. Shorpe Deputy/Assistant
Register of Deeds

Doc ID: 000221600002 Type: CRP
 Recorded: 11/14/2007 at 10:05:20 AM
 Fee Amt: \$17.00 Page 1 of 2
 Granville County, NC
 Kathryn Crews Averett Reg of Deeds
 BK 1239 PG 586-587

Riparian Buffer Deed Restriction & Protective Covenants

In accordance with 15A NCAC 02B .0233, the Neuse Riparian Buffer Rule, deed restrictions and protective covenants may be requested for minor and major buffer variance requests. Deed restrictions and protective covenants are necessary to ensure that the riparian buffer restoration activities are maintained as specified in the variance authorization.

I, **Ronald F. Greger, President of RG Tec Securities, Inc.**, acknowledge and affirm by my signature below, that RG Tec Securities, Inc. is the current owner of the property known as Lot 12, Southerby's pursuant to a Deed recorded in Deed Book 1053 Page 572, Granville County Registry.

I, further acknowledge and affirm by my signature below that RG Tec Securities, Inc. will cause the following deed restrictions and protective covenants to be recorded for **2563 MINT JULIP DRIVE, CREEDMOOR, NORTH CAROLINA, 27522** prior to the sale of the property/lot:

1. The following covenants are intended to ensure ongoing compliance with the Neuse Riparian Buffer Rule, DWQ Buffer Variance Project No. **07-0987**, as issued by the Division of Water Quality under 15A NCAC 02B .0233.
2. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the major/minor riparian buffer variance.
3. These covenants are to run with the land and be binding on all persons and parties claiming under them.
4. The covenants pertaining to the riparian buffers may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
5. The planting plan submitted on November 6, 2007 must be maintained (replanted if there is mortality of trees and shrubs) for a period of 5 years. As per the planting plan, river birch (4 x 5 gallon), wax myrtle (5 x 3 gallon), dogwood (2 x 5 gallon), and hearts a'burstin' (4 x 3 gallon) shall be maintained. Fescue grass will be reseeded as necessary to stabilize the riparian buffer bare soil areas and no fertilizer will be utilized within the buffer.
6. No person or entity shall perform any of the following activities on the 50-foot riparian buffer area:
 - a. fill, grade, excavate or perform any other land disturbing activities

- b. cut, mow (with the exception of the existing lawn in Zone 2), burn, remove, or harm any vegetation
- c. construct or place any roads, trails, walkways, buildings, signs, utility poles or towers, or any other permanent or temporary structures
- d. dump or store soil, trash, or other waste

7. Permittee shall execute and cause to be recorded in the GRANVILLE County Register of Deeds restrictive covenants acceptable to the Division of Water Quality for the purpose of maintaining the protect riparian buffer areas, as shown on the plat recorded in Plat Book 27 Page 83 recorded plat (Title: Saunders' s, Date: 2-28-02, and Recording date: April 11, 2002), in their natural state in perpetuity, prior to the sale or conveyance of any lots or other property within the subdivision. The permittee shall enforce the terms of the restrictive covenants and, prior to conveyance of the property, shall take no action on the property described in the covenants inconsistent with the terms thereof. The permittee shall provide a copy of the recorded restrictive covenants to the North Carolina Division of Water Quality within 15 days of recording.

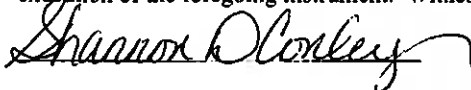
Signature: _____

Date: 11/13/07

State of North Carolina

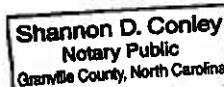
County of Granville

I, Shannon D. Conley, a Notary Public in the State of North Carolina, County of Granville, do hereby certify that Ronald F. Greger, President of RG Tee Securities, Inc. personally appeared before me this the 13th day of November, 2007, and acknowledge the due execution of the foregoing instrument. Witness my hand and official seal,



Signature

SEAL



My Commission expires: 10-21-2011



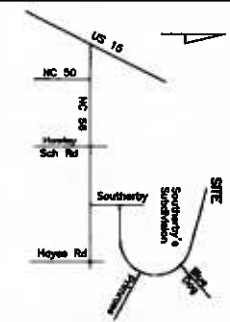
2007-01-13 10:00

5 685115W 127.77

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WELCOME TO YOUR NEW JOURNEY



North Carolina Orange County

1, 1974 Review Officer
of the County approved, certify that the
plot is within the certification is affirmed
meeting the statutory requirements for
the 1974 2-4-15

Review Officer _____ Date _____

I hereby certify that the map or plan shown herein qualifies for acceptance/ exemption from meeting the requirements of the City of Greenwood subdivision regulations and is hereby approved and shall be recorded within sixty days.

Michael S. Thompson
Subdivision Administrator

Date _____

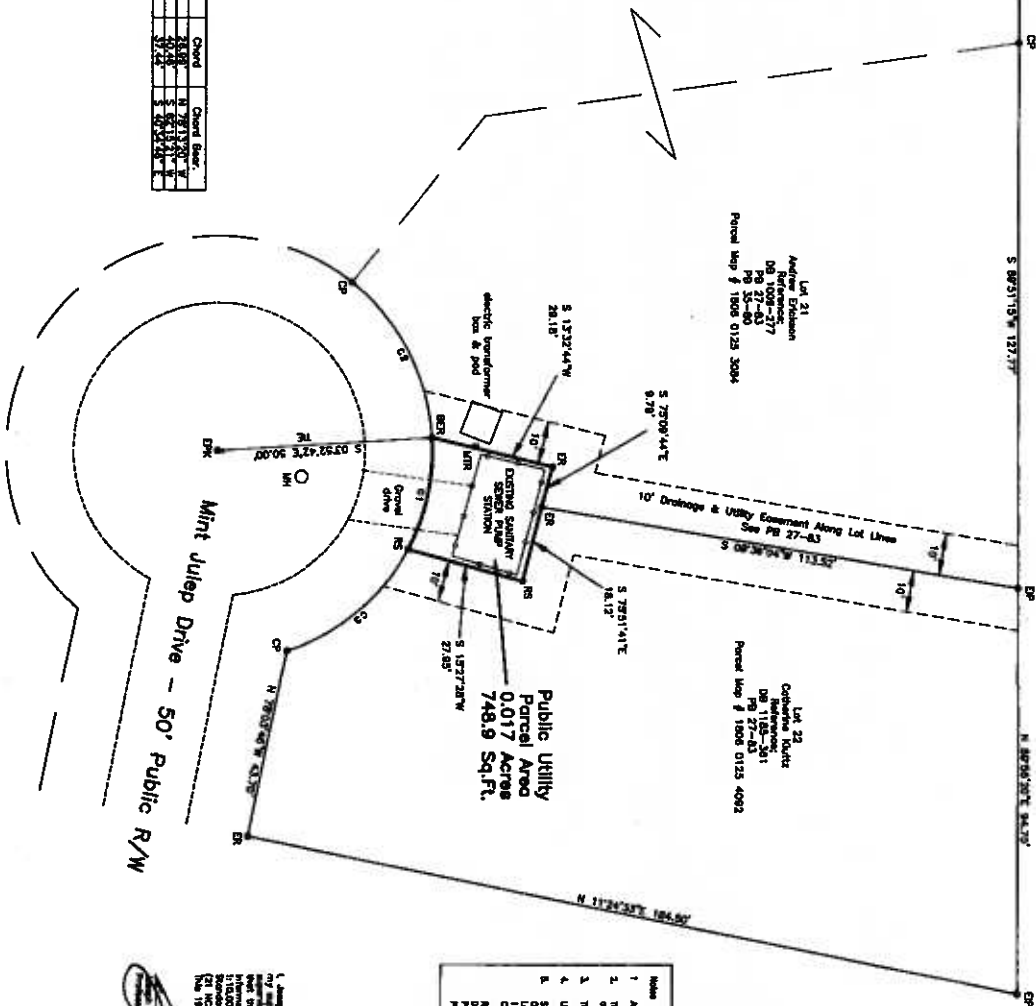
Legend:

BLP	Blank	Etching Iron Pipe
BLR	Blank	Etching Rebar
CO	Sealer	Carbon Out
ED	Edge of Pavement	
ERS	Etching	Reinforced Splice
EP	Etching	Iron Pipe
ER	Etching	Rebar
EV	Etching	Box
ED	Etching	Electrical Box
UL	Light	Pipe
SLM	Sealer	Master
OWE	Overhead Electric	Line
TD	Telephone	Box
PP	Power	Pole
V/R	Right of Way	
RS	#5 Rebar	Set
WM	Water	Water

Curve	Radius	Length	Chord	Chord Bear.
1	60.00'	27.31'	26.68'	N 78°15'20" W
2	50.00'	41.65'	40.48'	S 67°15'21" W
3	50.00'	41.65'	40.48'	N 78°15'20" W
4	50.00'	38.27'	37.44'	S 40°21'45" E

20 0 20 40 60
GRAPHIC SCALE - FEET

PUMP STATION TRACT IS A PUBLIC UTILITY PARCEL
AND IS NOT FOR DEVELOPMENT PURPOSES



Andrew Erickson
Reference:
DB 1008-377
PB 27-83
PB 35-80
Parcel Map of 1808 0125 3084

Cat: 22
 Catherine Kuttz
 Reference:
 DE 1185-361
 PG 27-83
 Portet Map # 1806 0125 4092

1. All items shown were completed by the distributee.
2. The net subject is one of six separate, approximately equal, items.
3. The average estimated dollar paid is \$60 per job.
4. This survey conducted during period of 10th month.
5. Subject: Power down on a subject line per P.L. 77-453.
6. Subject: Total Down
7. Location: San Francisco
8. Date: 10/1/78
9. Reference: 10/1/78
10. Date: 10/1/78
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Seal of the North Carolina State Seal, featuring the text "NORTH CAROLINA SEAL" and "L-4541".

Boundary Survey of Southtry's Existing Pump Station Tract For:
City of Creedmoor
City of Creedmoor, Onslow County, North Carolina
Date: 1-18-2015 Scale: 1" = 30' Job # 141201JD

Joseph W. Kaphar Jr., Professional Land Surveyor
105 West Udon Road - PO Box 88 - Creedmoor NC 27522 - 818-528-1812