

BOOK 3782 PAGE 465

Drawn By: W. Thurston Debnam, Jr. (Held)

NORTH CAROLINA
WAKE COUNTY

PROTECTIVE COVENANTS
STEWART'S RIDGE

KNOW ALL MEN BY THESE PRESENTS: That William E. Parrish, being the owner of that certain parcel of land located in Marks Creek Township, Wake County, North Carolina designated as Stewart's Ridge Subdivision, as shown by map and survey recorded in Book of Maps 1986, Pages 1138 and 1139, Wake County Registry, does hereby agree and covenant with all persons, firms, or corporations now owning or hereafter acquiring any of the area included within the said parcel, that all lots shown on the aforesaid map are hereby subjected to the following restriction as to the use thereof, running with said property by whomsoever owned, to wit:

1. A building unit shall consist of a tract of land containing not less than 30,000 square feet, except where variance has been granted by Wake County. No building unit shown on said recorded map shall be subdivided.

2. No building unit shall be used except for residential purposes, but nothing herein shall be construed to mean that a unit may not be converted into a street. Except as hereinafter provided, no dwelling shall be erected, altered, placed or permitted to remain on any building unit other than one detached single family dwelling, not to exceed three stories in height, and a private garage for not more than three cars.

3. Except as otherwise provided hereafter, no building shall be located on any building unit nearer than 30 feet from the front line nor nearer than 20 feet to any side street line. No building unit shall be located nearer the unit line of an adjacent unit than 10 feet, except that no side yard shall be required for a garage or other permitted accessory building located 85 feet from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building unit to encroach upon another unit.

4. No dwelling shall be permitted on any building unit which has a ground floor area of the main structure, exclusive of one-story open porches, carports and garages, of less than 900 square feet for a one-story dwelling nor of less than 550 square feet for a dwelling of more than one-story. Dwellings more than one-story shall have a total floor space of not less than 800 square feet. Split-level units shall have a total floor space of 1250 square feet.

5. 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. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the

easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. In the event that the owner of any lot shall acquire land adjacent to and in the rear of such lot, such lot owner may relocate the easement herein established over the rear line to conform to the increase in size of his lot; provided; the alteration in drainage does not thereby adversely affect the drainage of any other lot or interfere with the rights of the owners of other property within the subdivision in services rendered by the easement herein created. Such relocated easement shall be the same width as the original easement.

6. No noxious or offensive activity shall be carried on upon any of the foresaid designated property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of the aforesaid designated property at any time as a residence, either temporarily or permanently.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the aforesaid designated property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

9. None of the aforesaid designated property shall be used or maintained as dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. These covenants may be enforced by William E. Parrish, or the owner or owners of any of the aforesaid property 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.

11. These covenants shall be binding on all parties and all persons claiming under them until January 1, 2006 on which date they shall automatically expire.

12. Invalidity of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. No dwelling house or other house or structure shall be erected on any building until the plans and specification with the proposed site therefore have been submitted to and approved by William E. Parrish, as to outward appearances and design and a written permit issued therefore in such form as the said William E. Parrish or their agents, shall in their discretion determine; provided however, that if William E. Parrish, fail to approve or disapprove such plans and specifications within sixty (60) days after same have been submitted, such approval shall not be required.

15. No satellite dishes or other antennae shall be allowed in front yards. No chain link fences allowed in front yards.

16. William E. Parrish reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by owner of each building.

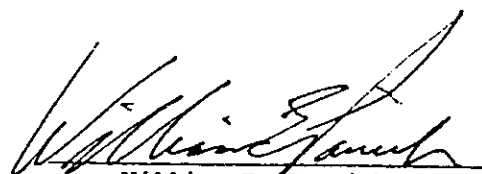
17. No individual sewage disposal system shall be permitted on any lot, unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Wake County Health Department. Approval of such system as installed shall be obtained from such authority.

18. No person, firm or corporation may dig, bore or drill a well on any building unit so long as adequate water supply is available from the private central water system operator without the express consent of Declarant.

19. In order to provide for a private water system, the owner of each building unit shall and must pay at least the minimum rate for monthly water service as established by the North Carolina Utilities Commission even if no water service is used by said owner. All water service shall be provided by an independent contractor and Declarant shall have no duty nor liability regarding water or sewer service.

20. William E. Parrish reserves the right to grant minor variances from these restrictions from time to time as he may deem necessary.

IN TESTIMONY WHEREOF, the said William E. Parrish has caused this instrument to be signed and sealed this the 23rd day of July, 1986.


William E. Parrish (SEAL)

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NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public in and of said county and state aforesaid hereby certify that William E. Parrish personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 23rd day of July, 1986.

My Commission Expires:

October 24, 1987

Janie Raper
NOTARY PUBLIC

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of _____

Janie Raper

Notar(y)(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 Regina R. Cooke
Deputy Register of Deeds

CAROLINA WATER SERVICE, INC.AN AFFILIATE OF
UTILITIES, INC.Corporate Offices:
2335 Sanders Road
Northbrook, Illinois 60062
312 498-6440PRESENTED
FOR
REGISTRATION

91 DEC 16 AM 10:00

Whispering Pines Branch Office

Rt 3, Box 41
Carthage, North Carolina 28327
919/949-2010CLERK OF SUPERIOR COURT
REC. ST. OF DEEDS
WAKE COUNTY

December 4, 1991

TO WHOM IT MAY CONCERN:

Carolina Water Service, Inc. of NC owns and operates the water facilities that services the following subdivisions located in Wake County:

Amber Acres North	Knightdale, NC
Ashley Hills North	Knightdale, NC
Country Crossing	Rolesville, NC
Neuse Woods	Raleigh, NC
Oakes Plantation	Knightdale, NC
Sandy Trail	Knightdale, NC
Stewart's Ridge	Wendell, NC
Tuckahoe	Rolesville, NC

The individuals to notify under the Underground Damage Prevention Act, "Notice of Intent to Excavate" are Joel M. Clarke and/or Kenneth M. Hamrick - Mail at Rt 5, Box 41, Carthage, NC 28327 or by calling 1-800-348-2383.

Signed:

Joel M. Clarke
Joel M. Clarke
Operating Manager

North Carolina

Wake County

I, Christie D. Hult, a Notary Public for said County and State, do hereby certify that Joel M. Clarke appeared before me on this day and affixed his signature to this document.

Witness my hand and official seal, this the 4th day of December 1991.

Christie D. Hult
Notary Public

My commission expires August 8, 1994.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Christie D. Hult

Notar(y)(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 George B. Johnson
Asst. Deputy Register of Deeds

SK419860525

Drawn By: Regency Residential, Inc.
Mail To: Janie Raper, 4911 Departure Drive
after recording: Raleigh, N.C. 27604

PRESENTED
REGISTRATION

02 FEB -3 PM 4:40

WAKE COUNTY
REGISTERED
WAKE COUNTY

STATE OF NORTH CAROLINA

STREET MAINTENANCE AFFIDAVIT

COUNTY OF WAKE

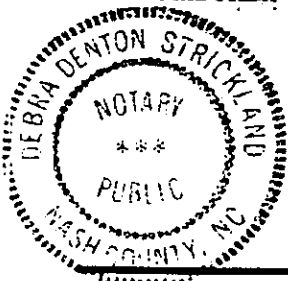
This is to certify that Regency Residential Inc. as developer of Stewart's Ridge Sub-Division will hereby accept responsibility to maintain all streets located in said sub-division until such time as maintenance of these streets is taken over by the North Carolina State Highway Department.

Owners of property in said sub-division shall have ingress and egress rights.

ATTEST:
W. Thurston Debnam, Jr.
Asst. Secretary

Regency Residential, Inc.

SEAL-STAMP



NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that W. Thurston Debnam, Jr.

personally came before me this day and acknowledged that he is Asst. Secretary of Regency Residential, 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

President, sealed with its corporate seal and attested by as its Asst. Secretary.

Witness my hand and official stamp or seal, this 8 day of February, 1988

My commission expires: 1-17-92 Debra Denton Strickland Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Debra Denton Strickland

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 Gladys C. Smith
Asst. / Deputy Register of Deeds