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Return to: Son-Lan Development Co., Inc. 5160 Hwy. 42 West
Garner, NC 27529

Prepared by: Rick Butler, 509 West Broad Street, Dunn,

ST. JEN'S SUBDIVISION, SECTION II
PANTHER BRANCH TOWNSHIP
WAKE COUNTY
BOOK OF MAPS 1997, PAGE 1306 & 1307
WAKE COUNTY REGISTRY

PRESENTED
FOR
REGISTRATION
92 AUG -5 PM 12:15
LAURA H. RIDGICK
REGISTER OF DEEDS
WAKE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS that Son-Lan Development Co., Inc., does hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any property in St. Jen's Subdivision, Section II, according to a map recorded in Book of Maps 1997, Page 1306 and Page 1307, Wake County Registry, are subject to the following restrictions as to the use thereof, which shall run with said property by whomsoever owned, to wit:

1. BUILDING UNIT: A building unit shall consist of each lot specifically enumerated on a map of St. Jen's Subdivision, Section II, as recorded in Book of Maps 1997, Page 1306 and 1307, Wake County Registry. The owners of said lots or building units may vary the line of said lots, but except as might be otherwise provided herein, shall not resubdivide the lots in such manner that the number of lots with the subdivision will be increased.

2. LAND USE AND BUILDING TYPE:

(a) No building unit shall be used except for residential purposes and no part of said property shall be used for business,

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manufacturing or commercial purposes with the exception referred to in Paragraph 2(b) below.

(b) Son-Lan Development Co., Inc, hereby reserves the right to convey whatever land is necessary, said land being composed of either all or a portion of one or more lots or tracts of land lying either within the subdivision boundary or outside the subdivision boundary, for the purposes of installing utilities, telephone systems and/or wiring, public water, public sewer, cable or any other system designed for the benefit of the subdivision or the surrounding area, with or without consideration, said decision to be in the sole discretion of Son-Lan Development Co., Inc.

(c) No part of any lot or building unit shall be used for street purposes except with the prior written approval of Lanny K. Clifton, his heirs or assigns, or by such person or persons as he shall in writing designate.

(d) No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars and out-building incidental to residential use provided, however, that no buildings other than the dwelling shall be allowed without the prior approval of Lanny K. Clifton, or by such person or persons as he shall designate in writing. This provision shall not apply to land conveyed pursuant to the exception described in Paragraph 2(b) above.

3. DWELLING SIZE: No dwelling shall be permitted on any

building unit which has a total finished living area of less than 1500 square feet. Each set of house plans must be approved by the officers of Son-Lan Development Co., Inc., before construction. For purposes of these covenants, basements, porches, garages and storage area shall not be considered as a part of the finished living area.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than 40 feet nor nearer to any side street line than 30 feet. No building or structure shall be located nearer than 10 feet to an interior lot line, provided that no side yard shall be required for a garage other permitted accessory building located 100 feet or more from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of any building, but this may not be constructed to permit any portion of a building or building unit to encroach on another building unit.

5. ARCHITECTURAL APPROVAL: In order to maintain architectural beauty in this subdivision, and to guard against the erection therein of poorly placed, designed or proportioned structures, no building shall be erected, altered, or permitted to remain on any building unit until a plot plan showing the location of said building on the lot and the plans and specifications showing the type and exterior lines thereof have been submitted to and approved in writing by Lanny K. Clifton or by such person or persons as he shall in writing designate. In the event Lanny K. Clifton or the person or persons designated by him fails to approve or disapprove such design or location within

thirty days after said plans and specifications have been submitted as herein required, such approval will not be required and this covenant shall be deemed to have been fully complied with. All dwellings must be built by a N.C. Licensed Contractor and must be complete within 8 months from the date the construction begins.

6. PROHIBITED STRUCTURES: Mobile Homes, shell homes, modular homes, precut, pre-assembled and packaged homes and all other similar type buildings are expressly prohibited on any lot in the subdivision, except that Lanny K. Clifton or such person as he shall in writing designate, may without being required to do so, approve a home or other out-building on any lot with some of its components being precut.

7. WAIVER OF VIOLATIONS: Lanny K. Clifton or some one designated by him in writing shall have absolute authority to waive minor violations of Paragraph 4 of these restrictions. A minor violation of these restrictions shall be construed to mean not more than ten (10) percent.

8. EASEMENTS: Easements for installation and maintenance of utilities and drainage facility are reserved as shown on the recorded plat and over the rear 10 feet to each lot and 5 feet on each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of 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.

9. ROADWAYS, DITCHES, ETC.: All Homeowners will be responsible for the ditches from the property line to the edge of the pavement. Each Homeowner will be responsible for maintaining the shoulders and ditches from the right-of-way to the edge of the pavement.

10. NUISANCES: No noxious or offensive 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 boats, campers, trucks, abandoned cars, mobile homes or trailer shall be placed or permitted on a street or in front of any dwelling constructed on the property.

11. TEMPORARY STRUCTURES: No structures of a temporary kind, trailer, mobile home, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

12. PETS: No animals, livestock or poultry shall be raised, bred, kept or allowed to remain on any lot other than household pets, and household pets shall not be bred or maintained for commercial purposes. Homeowners are allowed to have pets but any pet that is not on the premises of the homeowner shall be on a leash and occupied by the owner or someone with the owner's

permission.

13. TERM: These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of twenty-five years from the date these covenants are recorded. These covenants may be extended or modified by an instrument recorded prior to the termination of these covenants signed by a majority of the then owners of the lots affected by these covenants.

14. ENFORCEMENT: Enforcement of these covenants shall be proceeding at law or in equity any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

15. SEVERABILITY: Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no ways affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenants or covenants in the future.

16. SATELLITE DISH: There shall not be any satellite dishes allowed within forty feet from the right of way of the street that the house fronts on and shall not be within forty feet to any side street.

17. ELECTRICITY: All electric service will be underground. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light

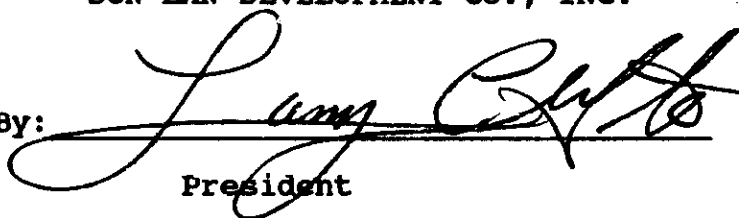
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Company, Inc., for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an intial payment and/or a continuing monthly payment to Carolina Power and Light Company, Inc., by the owner of such building unit.

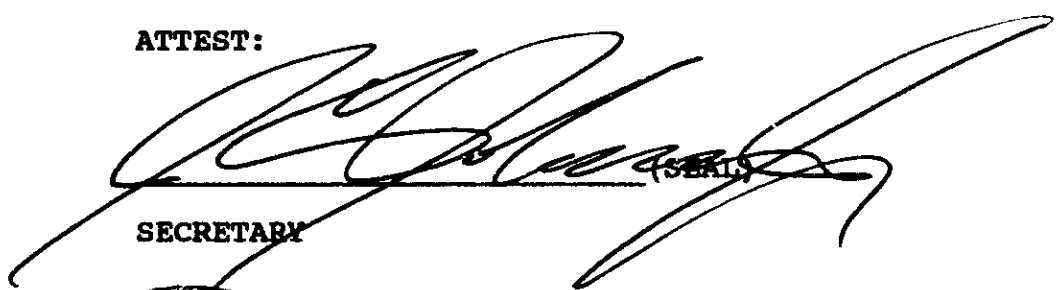
IN WITNESS WHEREOF, the undersigned owners have hereunto caused this instrument to be signed by themselves as owners on the 5 day of August, 1997.

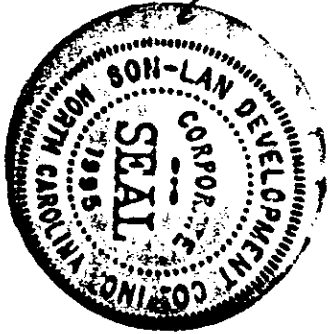
SON-LAN DEVELOPMENT CO., INC.

By:


President

ATTEST:


SECRETARY



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NORTH CAROLINA
JOHNSTON COUNTY

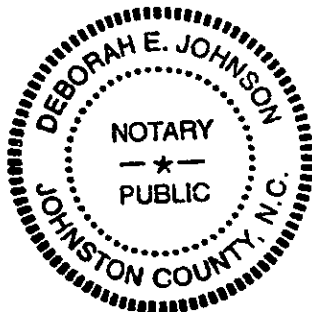
I, DEBORAH E. JOHNSON, Notary Public of the aforesaid county and state do hereby certify that J.C. Johnson, Jr. personally appeared before me this date and acknowledged that he is the Secretary of Son-Lan Development Co., Inc., a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and notary seal/stamp this the 5 day of July, 1997.

Deborah E. Johnson
NOTARY PUBLIC

My Commission Expires:

6/30/2001



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Deborah E. Johnson

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.

LAURA M. RIDDICK, Register of Deeds

By

Chale Riddick
Asst. Deputy Register of Deeds