

*Prepared By and Mail to: Beaver & Green, P.A.
498 NC Highway 42 West
Clayton, North Carolina 27520*

NORTH CAROLINA

**DECLARATION OF RESTRICTIVE COVENANTS
AND ROAD MAINTENANCE AGREEMENT
OF JACOB'S RIDGE SUBDIVISION**

WAKE COUNTY

THIS DECLARATION AND AGREEMENT is made and executed on this 25th day of February, 2000, by S.D. Smith Homes, Inc.

S.D. Smith Homes, Inc., the owner and developer of the lands herein described, and herein referred to as "Declarant", desires to declare and place the restrictions hereinafter set forth upon the lots in the real state subdivision hereinafter described and upon the development, improvement and use thereof.

NOW, THEREFORE, the declarant, for itself, and its successors and assigns, does hereby covenant and agree with all persons, firms, and corporations who or which may acquire any interest in or title to any of the property hereinafter described, as an inducement to said persons, firms and corporations to purchase a part of the said property, that the property, and each and every lot, described below, is hereby made subject to the following restrictive covenants as to the development and improvement and use thereof, which covenants shall run with the said land and with each and every lot by whomsoever owned. The real property to which these restrictive covenants shall be applicable is described as follows:

BEING all of Phase I of Jacob's Ridge Subdivision as same is depicted on plat recorded at Plat Book 2000, Page 348 of the Wake County Registry.

ARTICLE I

PURPOSE. The real property hereinafter described is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. The term "single family" as used herein means persons who are related by blood, adoption, or marriage or

living together by not more than two unrelated adults. Nothing in this document shall be deemed to prohibit the conversion of a lot to a street.

ARTICLE II

ARCHITECTURAL COMMITTEE. An architectural committee shall be composed of at least two persons designated and appointed by the Declarant or such person, firm or corporation to whom Declarant has expressly assigned this right; or, at such time as the Declarant no longer owns any lots in the subdivision a meeting may be called by the residents of the subdivision. At such meeting, the owners of each lot will have one vote. A quorum consisting of representation by at least 50% of the lot owners shall be required. At such meeting, a majority vote of the lot owners represented will elect the Architectural Committee. The initial Architectural Committee shall be comprised of S.D. Smith and Anna Smith. The restrictions on any lots in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarant or its successors or of the Architectural Committee.

ARTICLE III

LAND USE AND BUILDING TYPE. No lot shall be used except for single- family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one, building or site, detached single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) an accessory building or structure for storage or other appropriate residential uses, not in excess of 250 square feet in area. No mobile or modular homes are permitted.

ARTICLE IV

BUILDING DESIGN. No building (including an accessory building or structure and a garage shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, including without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee. In the event the Committee fails to approve or disapprove the design or location within thirty days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alterations 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. In the event that the Architectural Committee disapproves of the design or location of a building and if in such event the Owner refuses to revise such design or change such location in order that it will be approved by the Architectural Committee, the Declarant will have the right of first refusal to purchase such owner's lot within thirty (30) days after demand is made on the Declarant by such owner in writing. The purchase price shall be the same price as the

price that the Declarant received upon the sale of the lot. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this Covenant.

ARTICLE V

DWELLING SIZE. No one story dwelling shall be permitted on any building unit which dwelling has a ground floor area of the main structure, exclusive of basement, porches and garages, of less than 1600 square feet of finished living area. No two story or story and one-half dwelling shall be permitted on any building unit which dwelling has a total floor of the main structure, exclusive of basement, porches, and garages, of less than 1600 square feet. Additionally, all homes must have a two-car garage, whether attached or detached.

ARTICLE VI

BUILDING SETBACKS. No building shall be located on any lot nearer to the front line than 35 feet. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves and steps shall not be considered a part of the building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. When any permitted detached accessory building is on a lot that abuts two or more streets, then it shall be located at least 35 feet from the right-of-way line of the side street. The Declarant reserves the right to waive minor violations (up to 10 per cent) of the setback and side-line requirements set forth in this Article. Nothing herein shall mean that the Architectural Committee can not withhold its approval of the location of a building regardless of the fact that such building meets the requirements of this paragraph.

ARTICLE VII

LOT AREA AND WIDTH. All lots as shown on the recorded map hereinbefore referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten per cent (10%) and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the set backs and sideline clearances from new lot lines shall be applicable and set backs from former lot lines shall no longer be required. No recombination of lots may be made in a manner that results in any increase in the number of lots above those existing when these covenants became effective.

ARTICLE VIII

EASEMENTS. The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power & 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 & Light Company by the owner of each building unit. Easements for

installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot unless shown in excess of such distances on recorded plat, in which case the plat map shall control. Within these easements, no structures, 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.

ARTICLE IX

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED. NUISANCES PROHIBITED. No part of the said property shall be used for business, manufacturing, commercial or professional purposes. 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 signs or billboard shall be erected or maintained on the premises other than temporary "For Sale" signs. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a trade or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop, gift shop or automobile repair shop shall be carried on upon any lot. No trade materials or inventories may be stored or regularly parked on the premises. In- house businesses may be conducted so long as (1) the business is conducted solely by the homeowners or occupants, (2) no outside signs or other advertisement is done, and (3) the business is not visited by customers or suppliers.

ARTICLE X

TEMPORARY STRUCTURES. No trailer, tent, shack, barn, or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of Article III shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation either temporarily or permanently.

ARTICLE XI

TRUCKS, BOATS, TRAILERS. No trucks, pickups, boats, trailers, or motor homes shall be parked on public streets of the subdivision. No tractor-trailer trucks shall be parked overnight. No cars that are not in working condition and regularly used shall be parked overnight.

ARTICLE XII

GENERAL APPEARANCE. The owner of all lots shall be responsible for keeping such lot mowed, trimmed, and cleaned. Should any lot owner fail to maintain his or her property in a neat, clean, well mowed manner, then the Architectural Committee shall have such lot maintained and the owner of such lot shall be responsible for the costs incurred by the Architectural Committee. Garbage cans shall be kept in the back yard and shall not be visible from the street. No satellite dishes of more than 21 inches in diameter shall be allowed.

ARTICLE XIII

MAILBOXES. All mailboxes and posts shall be of standard material and design as approved by the Declarant or the Association. The Developer requires Builder to provide the approved mailbox prior to occupancy.

ARTICLE XIV

FENCES. No fence of any kind may be erected in platted undisturbed landscape buffers, landscape easements, or conservation buffers. No fence, wall, hedge or mass planting shall be permitted any closer to the front property line than the front corner of the dwelling. No fences of any kind shall be installed on any lot unless screened in a manner approved by the architectural committee, which approval may be withheld arbitrarily.

ARTICLE XV

CLOTHESLINES. Outdoor clotheslines are prohibited unless approved in writing by the Association.

ARTICLE XVI

BURNING. Burning of trash on any lot is prohibited.

ARTICLE XVII

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property. No more than two dogs shall be allowed and all dogs kept outside must be securely chained or fenced.

ARTICLE XVIII

UNDISTURBED LANDSCAPE BUFFERS AND CONSERVATION BUFFERS. Areas designated as landscape buffers and conservation buffers shall be

left in their natural undisturbed state. No improvements may be placed, erected, or constructed on the buffers, except as required by the Town of Garner and/or the Association.

ARTICLE XIX

ROAD MAINTENANCE. The Declarant shall construct the roads within the subdivision to meet specifications required by the North Carolina Department of Transportation for state maintenance of the roads, and Declarant shall maintain the roads in a condition acceptable to the Department until the State or other like authority agrees to accept the roads for maintenance.

ARTICLE XX

TERM. 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 on which this Declaration and Agreement is filed for registration in the Register of Deeds, after which period said covenants shall be automatically extended for a period 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 whole or in part; provided, however, that any such instrument must be recorded within a six-month period preceding the end of the twenty-five (25) year period or a ten-year (10) extension period.

ARTICLE XXI

ENFORCEMENT. Enforcement shall be the responsibility of the homeowners of the subdivision, but the Declarant, the Architectural Committee or any lot owner shall also have the right to bring enforcement proceedings. Enforcement 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, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the court.

ARTICLE XXII

SEVERABILITY. Invalidity of any one of these covenants or any part thereof by judgment or court order shall in no way 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 the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereto affixed by authority of its Board of Directors, the day and year first above written.

S.D. Smith Homes, Inc.

BY: [Signature]

 President

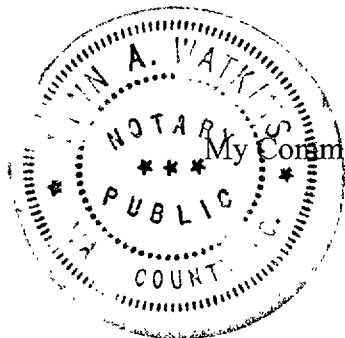
(SEAL)

Attest: Anna R. Smith

 Secretary

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid certify that Anna R. Smith personally came before me this day and acknowledged that (s)he is _____ Secretary of S.D. Smith Homes, 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 him or her as the _____ Secretary. Witness my hand and official seal this 25th day of February, 2000.



My Commission Expires: 12-7-2001

Lynn A. Watkins
 Notary Public



Book : 008532 Page : 00017 - 00024

Yellow probate sheet is a vital part of your recorded document.
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 _____

_____Lynn A. Watkins_____

____ 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: Clark Smith
Assistant/Deputy Register of Deeds

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