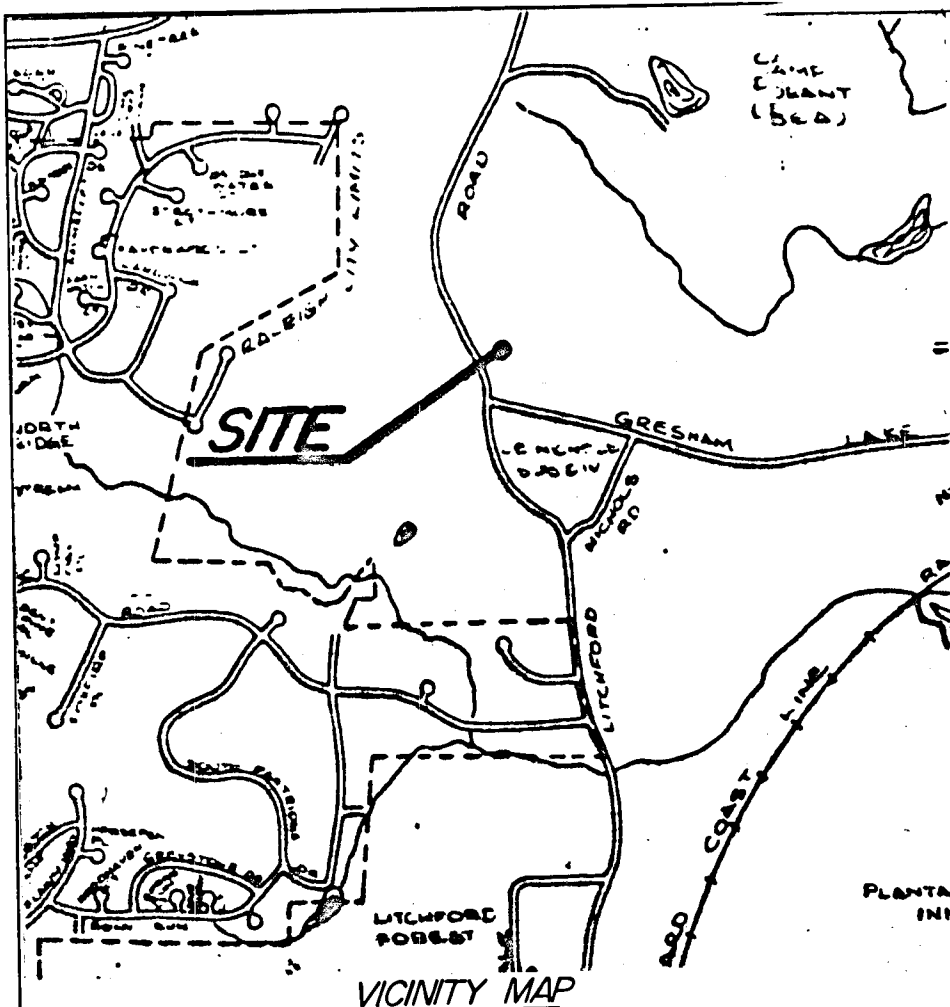




REFERENCES

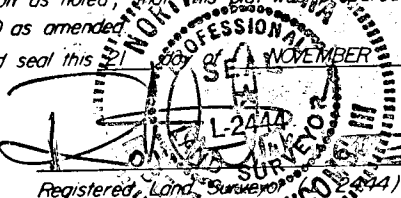
B.M. 1984, p. 1463
B.M. 1977, p. 758
Lot Survey by Al Prince & Associates, 8-30-82

TAXMAP

Page 326, parcel 151
Zone R-4

I, Robert T. Newcomb, III certify that under my direction and supervision this map was prepared from an actual field survey, that the error of closure as calculated by latitudes and departures is greater than 1/10,000, that the boundaries not surveyed by this office are shown as broken lines plotted from deed information as noted, and that the lines are recorded in accordance with NC GS 47-30 as amended.

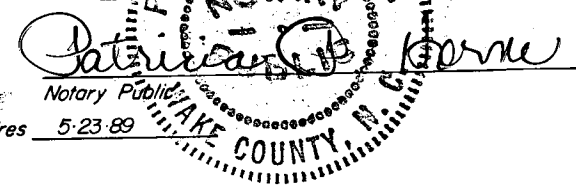
Witness my hand and seal this 23rd day of November, 1984.



NORTH CAROLINA WAKE COUNTY

I, Patricia P. Home, Notary Public, Wake County, do hereby certify that Robert T. Newcomb, III, a duly qualified and licensed Land Surveyor, appeared before me this day and acknowledged the execution of the foregoing map.

Witness my hand and seal this 23rd day of November, 1984.



My commission expires 5-23-89

NORTH CAROLINA WAKE COUNTY

The foregoing certificate of Patricia P. Home, Notary, is certified to be correct. This instrument was presented for registration and recorded in this office this 11th day of December, 1984, at 9:35 o'clock A.M.

KENNETH C. WILKINS, Register of Deeds
Amy W. Day, Deputy Register of Deeds

RECORDED - Book of Maps 1984, page 1814

CONTROL CORNER
N.C. State Plane Coordinates
N(y)=775,728.23
E(x)=2,116,749.46

THIS IS NOT A SUBDIVISION BUT A RECOMBINATION OF PREVIOUSLY PLATTED PROPERTY.

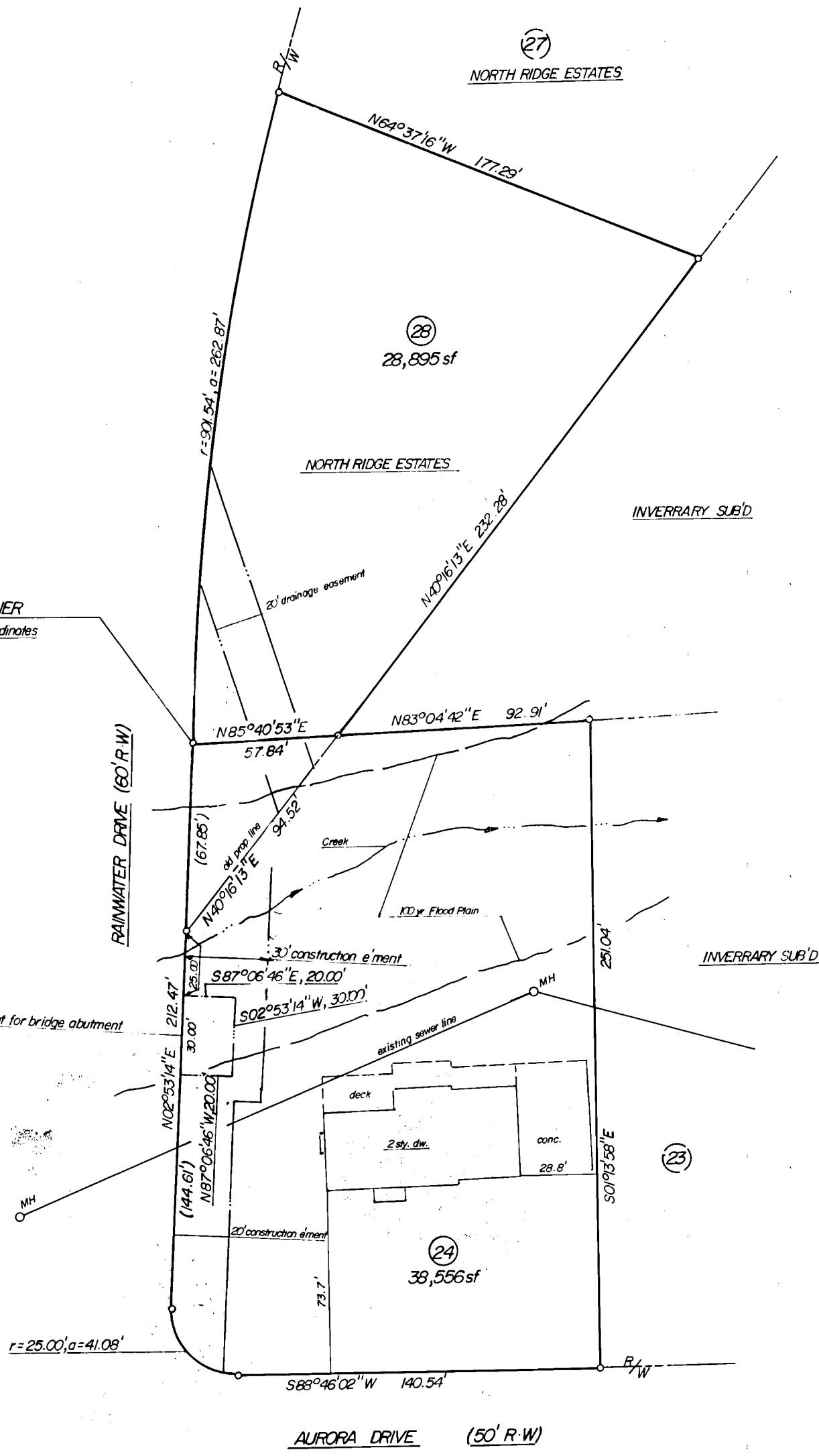
George B. Chapman 11-28-84
GEORGE B. CHAPMAN, Director of Planning

THIS PLAT IS NOT TO BE RECORDED AFTER THE 12TH DAY OF DEC., 1984.
ONE HAYLER COPY IS TO BE RETAINED FOR THE CITY.

THIS PLAT IS IN THE CITY LIMITS

This certifies that the undersigned is (are) the owner(s) of the property shown on this map having acquired title thereto by deed(s) recorded in the Office of the Register of Deeds of Wake County, North Carolina, or otherwise, as shown below and that by submission of this plat or map for approval I (we) do dedicate to the City of Raleigh for public use all streets, easements, rights of way and parks shown thereon for all lawful purposes to which the City may devote or allow the same to be used and upon acceptance thereof in accordance with all city policies, ordinances and regulations or conditions of the City of Raleigh for the benefit of the public, said dedication shall be irrevocable; provided, any dedication of easements for storm drainage are not made to the City of Raleigh but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit subject to conditions of subsections (b) (c) (d) and (f) of Section 1 and Section 4 of the "City Storm Drainage Policy" (Resolution 1970-742 as the same may be from time to time amended).

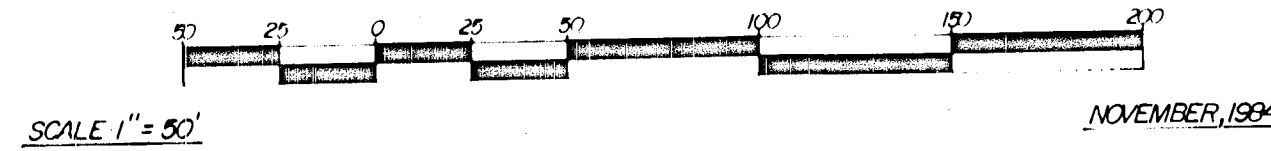
Book No. Page No. Signature(s) of Property Owner(s)
James C. Branch
Harold W. Miller



A RECOMBINATION OF THE PROPERTY OF

HAROLD W. MILLER & NORTH RIDGE ESTATES

CITY OF RALEIGH WAKE COUNTY NORTH CAROLINA



NOVEMBER, 1984

ROBERT T. NEWCOMB, III, Registered Land Surveyor, 304-D West Millbrook Road, Raleigh, NC 27609 (919) 847-1800

2-256-84

83370

114.1 -
PREPARED BY: WILLIAM JOSLIN, Attorney

NORTH CAROLINA

WAKE COUNTY

BOOK 3365 PAGE 555

THIS DECLARATION, made this 11 day of October, 1984,
by NORTH RIDGE ESTATES ASSOCIATES, a North Carolina partnership,
hereinafter called "Declarant";

W I T N E S S E T H:

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 inure to the benefit of and pass and run with said property, and each and every lot or parcel 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 and referred to 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 and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

BEING all of Lots 1 through 28, according to a plat of North Ridge Estates recorded in Book of Maps 1984, Page 1463, Wake County Registry, lots 29 through 33, and lots 46 through 76 inclusive, according to a plat of North Ridge Estates recorded in Book of Maps 1984, Page 1464, said Registry; lots 34 through 45; lots 77 through 83, and lots 164 through 168 inclusive, according to a plat of North Ridge Estates recorded in Book of Maps 1984, Page 1465, said Registry.

The real property described in Article I hereof 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

PRESENTED
FOR
REGISTRATION
OCT 11 2 30 PM '84
KENNETH C. WICKINS
REGISTER OF DEEDS
WAKE COUNTY

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 set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot 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 a residential storage building or shed. A basement is not considered a story. An attic, whether finished or unfinished, will be deemed a one-half ($\frac{1}{2}$) story.

ARTICLE IV

PLANS AND SPECIFICATIONS. From the date hereof until January 1, 1987, no building shall be erected, placed, or altered on any lot or lots in said development until the building plans, specifications, and plot showing the location of such buildings, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of 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. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE V

DWELLING SIZE. Except with the prior written approval of the Architectural Committee, all dwellings constructed on said lots shall have the following minimum finished floor areas:

A. Lots 65 through 76, according to plat recorded in Book of Maps 1984, Page 1464, and lots 77 through 83, according to plat recorded in Book of maps 1984, Page 1465, said Registry are known as: NORTH RIDGE LAKES COURSE LOTS:

1. Ranch-type or single story dwellings - a minimum floor area of 2200 square feet (total area).
2. One and one-half and two-story dwellings - a minimum floor area of 1400 square feet on the first story and an over-all minimum floor area of 2500 square feet.
3. Two and one-half story dwellings - a minimum floor area of 1400 square feet on the first story and an over-all minimum floor area of 2800 square feet.

ALL OTHER LOTS:

1. Ranch-type or single story dwellings - a minimum floor area of 1800 square feet.
2. One and one-half and two-story dwellings - a minimum floor area of 1200 square feet on the first story and an over-all minimum floor area of 2000 square feet.
3. Two and one-half story dwellings - a minimum floor area of 1200 square feet on the first floor and an over-all minimum floor area of 2400 square feet. Basements, open porches, decks, breezeways, steps, garages and storage areas shall be excluded from calculations of finished floor area.

ARTICLE VI

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 30 feet, provided, however, that on a corner lot, a dwelling may be located not nearer than 25 feet to one street if same is at least 30 feet from the other street. No building shall be located nearer than 10 feet to an interior lot line except that a 5-foot side yard shall be

permitted for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the setback and side line requirements set forth in this paragraph by the execution and recording of an instrument containing such waiver. (Violations not in excess of 20% of the minimum requirements shall be deemed minor).

ARTICLE VII

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet; provided, however, a dwelling may be constructed on any lot shown on the above referred to recorded map. Two or more lots shown on said plat may be recombined, provided that the total number of building lots is not thereby increased.

ARTICLE III

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on recorded plat, in which case the plat shall control. 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 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

NUISANCES. 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 billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored or regularly parked on the premises. 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 X

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three cars, or a standard residential storage shed normally used for lawn and garden tools, shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE XI

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein, or within 25 feet of any North Ridge Golf Course property line, except upon approval by the Architectural Committee. No wire or chain link fence shall be erected on the front portion of any lot. Such fences may be erected on the rear portion of a lot if the lot is so landscaped that no portion of the fence is visible from the street in front of the lot.

ARTICLE XII

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property. No kennels or pens for the rearing of dogs or other animals may be maintained on any lot.

ARTICLE XIII

ADDITIONAL RESTRICTIONS. Unless the Architectural Committee shall give its prior written approval: no residence shall have more than one standard television antenna attached to the structure; no residence shall have any other objects attached to the exterior of the structure and specifically prohibited are lightening rods, weather vanes, and high powered

antennas; no disk-type satellite television antennas may be installed unless they are concealed from view from the nearest streets and also from the adjoining neighbors' lots; no outside clothes lines shall be installed except those located behind the residence and not easily visible from any roadway; no window air conditioning units shall be permitted if they may be seen from any roadway in the direction in which they face; no fence shall be erected nearer the front property line than the front of the dwelling.

ARTICLE XIV

LOT OWNER'S RESPONSIBILITY. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. Each lot, including any pond or portion thereof, located thereon, shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. Each lot owner shall cause his lawn to be mowed as needed, cause the maintenance and protection of landscaping insuring proper drainage of the lot so as to prevent soil erosion, and cause the maintenance of the residence and any other structures or pond located on his lot.

ARTICLE XV

SIGNS. No sign of any kind shall be displayed to the public's view on any lot except one professional sign advertising the property for sale or rent.

ARTICLE XVI

UTILITY CONTRACT. The Declarant reserves the right to subject the real property and any Lot in the Subdivision to a contract with any utility company for the installation of utility lines, light and other utility poles, etc., which may require an initial payment and/or a continuing monthly payment to said company by the owner of each lot.

PAGE SEVEN

ARTICLE XVII

BOOK 3365 PAGE 561

GARBAGE. Each lot owner shall provide receptacles for garbage, in an area not generally visible from any street, and for the removal of garbage at least once each week.

ARTICLE XVIII

PARKING. Off-street parking for at least two vehicles shall be provided by the owner of each lot. Boats, campers and mobile homes belonging to lot owners shall be kept inside garages, or be provided with off-street parking areas that are screened or otherwise hidden from sight from the street in the front of the lot.

ARTICLE XIX

TERM. These covenants are to run with the land and shall be binding upon and inure to the benefit of all parties and all persons claiming under them for a period of thirty (30) 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 whole or in part.

ARTICLE XX

ENFORCEMENT. 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.

ARTICLE XXI

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise 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 remedy 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 Declarant has caused this instrument to be executed by its Partners on the day and year first above written.

PAGE EIGHT

3385 582

NORTH RIDGE ESTATES ASSOCIATES,
A partnership

BY: Charles C. Harris (SEAL)
CHARLES C. HARRIS, Partner

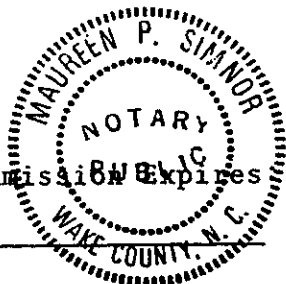
CLIFTON L. BENSON, SR., Partner
JAMES C. BRANCH, Partner
GEORGE VAN NORTWICK, Partner
MATTHEWS WALTON, Partner
LLOYD O. GOODE, JR., Partner

BY: Charles C. Harris (SEAL)
CHARLES C. HARRIS,
Attorney-in-Fact

NORTH CAROLINA
WAKE COUNTY

I, Maureen P. Simnor, a Notary Public of Wake County, North Carolina, do hereby certify that CHARLES C. HARRIS, Partner of NORTH RIDGE ESTATES ASSOCIATES, a partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 11 day of October, 1984.



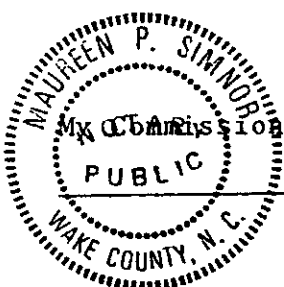
My Commission Expires 9-26-89

Maureen P. Simnor
NOTARY PUBLIC

NORTH CAROLINA
WAKE COUNTY

I, Maureen P. Simnor, a Notary Public within and for Wake County, North Carolina, do hereby certify that CHARLES C. HARRIS, Attorney-in-Fact for CLIFTON L. BENSON, SR., JAMES C. BRANCH, GEORGE VAN NORTWICK, MATTHEWS WALTON AND LLOYD O. GOODE, JR., Partners of NORTH RIDGE ESTATES ASSOCIATES, a partnership, personally appeared before me this day and being duly sworn, says that he executed the foregoing instrument, for and in behalf of CLIFTON L. BENSON, SR., JAMES C. BRANCH, GEORGE VAN NORTWICK, MATTHEWS WALTON and LLOYD O. GOODE, JR., and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds of Wake County, North Carolina, in Book 3257, Page 418, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; and that said CHARLES C. HARRIS acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of said CLIFTON L. BENSON, SR., JAMES C. BRANCH, GEORGE VAN NORTWICK, MATTHEWS WALTON & LLOYD O. GOODE, JR.

WITNESS my hand and notarial seal this 11 day of October, 1984.



Expires: 9-26-89
NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of Maureen P. Simnor

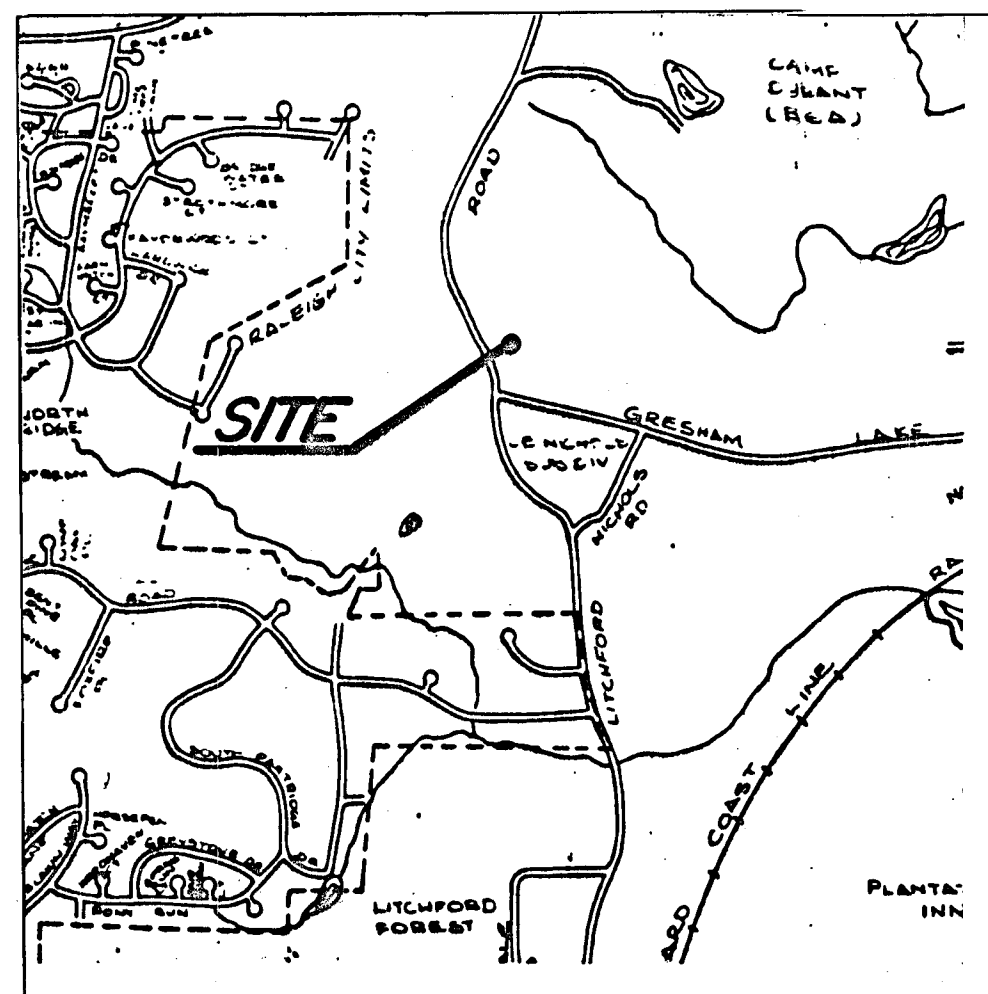
Maureen P. Simnor
NOTARY PUBLIC

Notar(y) 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 Kenneth C. Wilkins
Register of Deeds



VICINITY MAP

I, the undersigned City Clerk and Treasurer of the City of Raleigh, do hereby certify that the City Council of the City of Raleigh on the 4th day of SEPT. 1984 approved this plat and accepted the dedications as shown thereon but on the further condition that the City assumes no responsibility to open or maintain the same until in the discretion and opinion of the governing body of the City of Raleigh it is in the public interest to do so.

Gail Smith
City Clerk and Treasurer 10-8-84

THIS PLAT IS NOT TO BE RECORDED AFTER THE 22ND DAY OF OCT. 1984
ONE HUNDRED COPIES TO BE RETAINED FOR THE CITY.

THIS PLAT IS IN THE CITY LIMITS.

I, Robert T. Newcomb, III certify that this map was prepared from an actual survey and supervision as calculated by latitudes and departures and as shown on the plat. The boundaries not surveyed by this office are shown as broken lines derived from deed information as noted; that this plat was prepared in accordance with NC GS 47-30 as amended.

Witness my hand and seal this 5th day of SEP. 1984
Robert T. Newcomb, III
Registered Land Surveyor (L-2444)

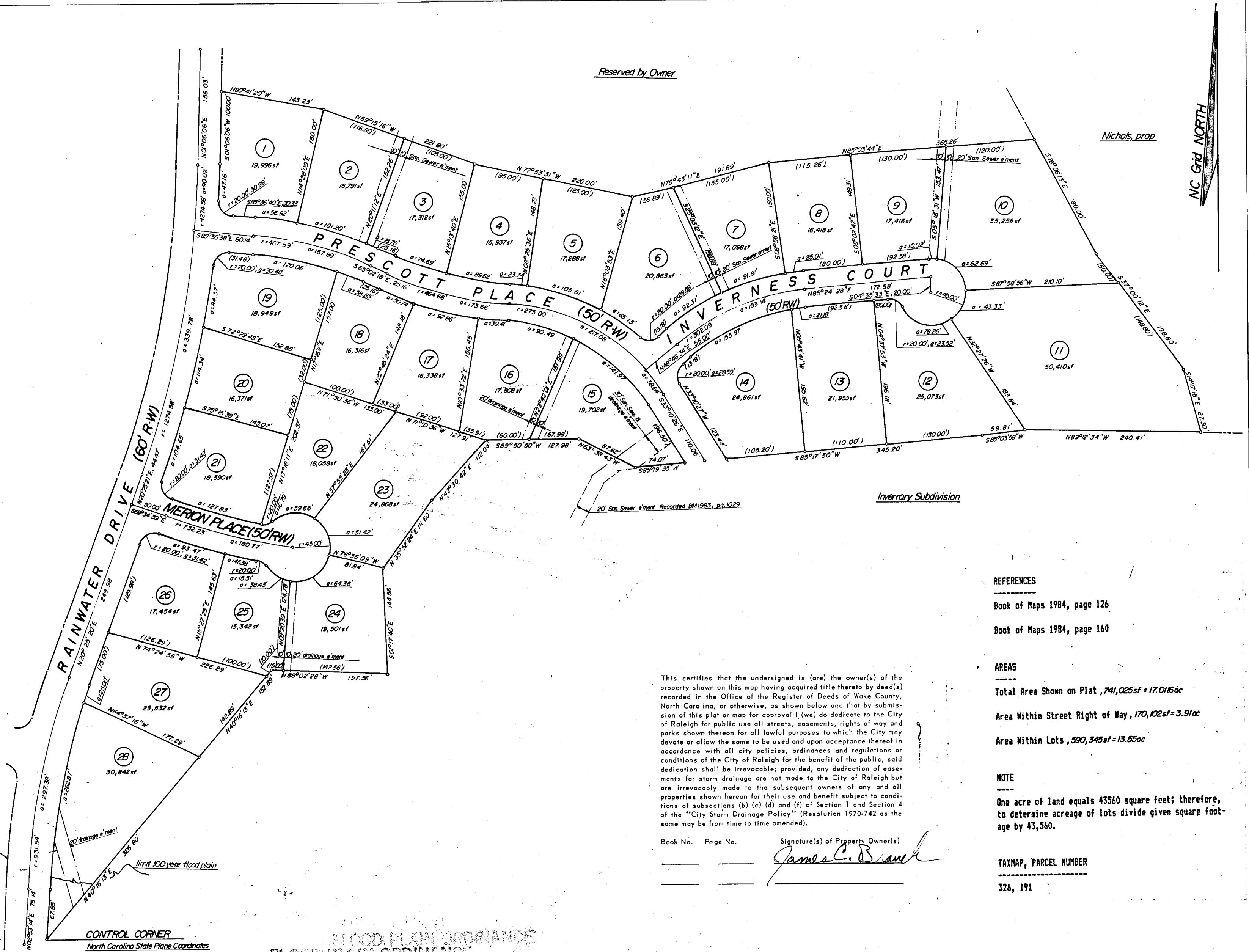
NORTH CAROLINA
I, Patricia P. Horne, Notary Public for Wake County do hereby certify that *Robert T. Newcomb, III* personally appeared before me this day and acknowledged the execution of the foregoing map.
Witness my hand and seal this 5th day of SEP. 1984
Patricia P. Horne
Notary Public
My commission expires 5-23-84

NORTH CAROLINA
The foregoing certificate of *Patricia P. Horne*, Notary, is certified to be correct. This instrument was presented for registration and recorded in this office this 9 day of SEPT. 1984, at 9:30 o'clock A.M.

KENNETH C. WILKINS
Register of Deeds
James B. Johnson
Deputy Register of Deeds

RECORDED - Book of Maps 1984, page 1463.

ROBERT T. NEWCOMB, III, Registered Land Surveyor, 304-D Millbrook Road, Raleigh, NC 27609 919-847-1800



REFERENCES

Book of Maps 1984, page 126
Book of Maps 1984, page 160

AREAS

Total Area Shown on Plat, 741,025sf = 17.0166ac
Area Within Street Right of Way, 170,102sf = 3.91ac
Area Within Lots, 530,345sf = 13.55ac

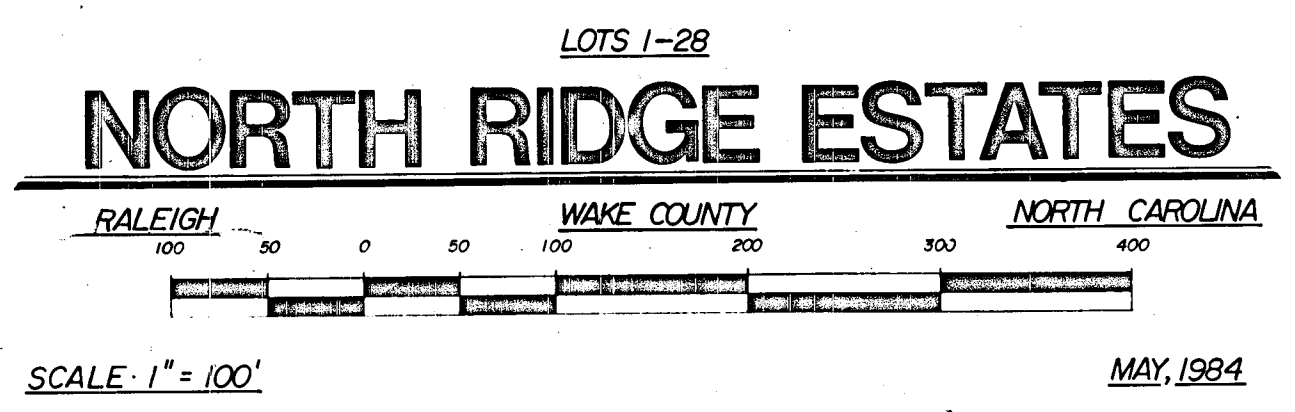
NOTE

One acre of land equals 43560 square feet; therefore, to determine acreage of lots divide given square footage by 43,560.

TAXMAP, PARCEL NUMBER
326, 191

This certifies that the undersigned is (are) the owner(s) of the property shown on this map having acquired title thereto by deed(s) recorded in the Office of the Register of Deeds of Wake County, North Carolina, or otherwise, as shown below and that by submission of this plat or map for approval I (we) do dedicate to the City of Raleigh for public use all streets, easements, rights of way and parks shown thereon for all lawful purposes to which the City may devote or allow the same to be used and upon acceptance thereof in accordance with all city policies, ordinances and regulations or conditions of the City of Raleigh for the benefit of the public, said dedication shall be irrevocable; provided, any dedication of easements for storm drainage are not made to the City of Raleigh but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit subject to conditions of subsections (b) (c) (d) and (f) of Section 1 and Section 4 of the "City Storm Drainage Policy" (Resolution 1970-742 as the same may be from time to time amended).

Book No. _____ Page No. _____
Signature(s) of Property Owner(s)
James C. Branch



5-139-84