BYRD SURVEYING, P.A.
112 E. JOHNSTON ST.
SMITHFIELD, N.C. 27577

WAKE COUNTY, NC 548
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/22/2003 AT 14:11:53

BOOK:009864 PAGE:02004 - 02010

State of North Carolina
County of Wake

Restrictive Covenants of Hillington West Subdivision, Section Five

This Declaration, made this 2nd day of January, 2003 by Roy & James Smith, LLC, a North Carolina Corporation with an office in Wake County, North Carolina, hereinafter referred to as "Declarant".

WITNESSETH:

That Whereas, the Declarant is the Owner of the real property described in Article I of this Declaration and desires to subject 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 these Articles of the Declarant is located in St. Mary's Township, County of Wake, State of North Carolina, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property hereinafter described, and is more particularly described as follows:

BEING all of the lots of HILLINGTON WEST SUBDIVISION, SECTION FIVE, according to plats prepared by Byrd Surveying, P.A., dated October 15, 2002, copies of which are recorded in Book of Maps 2003 , Pages 103, 104 & 105, Wake County Registry, and said description therein, being incorporated herein by reference, for a more complete and accurate description.

ARTICLE II

The real property described in Article I, hereof is subject to the protective covenants and restrictions hereby declared to insure the best use and 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, 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.

ARTICLE III

No Manufactured House shall be placed on any lot unless such home is at least 924 square feet. Any single wide permitted to be placed on any lot must have a shingle roof and vinyl siding.

No Manufactured House shall be placed on any lot unless home has been manufactured in accordance with standards set by the Department of Housing and Urban Development, the North Carolina State Building Code or other recognized Building Code. No Manufactured House shall be placed on any lot that is over one (1) year of age at the time it is placed on said lot. Roy & James Smith, LLC, or its designee, may give special permission in writing to place an older manufactured home on said lots if inspected and approved by them. Roy & James Smith, LLC, or its designee, shall have total discretion in giving or withholding special permission. If a manufactured home is one (1) year old or less, and has rundown appearance, then it will be in violation of this restriction and will not be allowed in this subdivision. Each homeowner shall maintain the exterior of the home in a clean and neat appearance to keep from being in violation of this provision.

ARTICLE IV

No stick built homes shall be permitted in this subdivision. No chain link fence or privacy fence shall be permitted from the front corner of any home to the street. Prior written permission must be given by Roy & James Smith, LLC, or its designee, to install any chain link fence, or any privacy fence. The fence must be installed to professional standards with top rails and chain link gates.

ARTICLE V

No lot shall be used for any use other than a single-family residence. No lot shall be subdivided, and no lot or group of lots shall be used as a roadway, unless prior approval of such use is obtained by Roy & James Smith, LLC, or its designee.

ARTICLE VI

All setbacks on each lot shall comply with the applicable Wake County Zoning Ordinances. Before placing any Manufactured House on a lot in this Subdivision, a plot plan showing front, back and side setback lines must be approved by Roy & James Smith, LLC, or its designee.

ARTICLE VII

An architectural and landscaping committee appointed by Roy & James Smith, LLC, or its designee, shall inspect and require landscaping of not less than nine (9) shrubs and/or trees within sixty (60) days of occupancy. All non-wooded lots must be leveled, graded and seeded from property line to property line. Any wooded lot must have all disturbed areas landscaped

All sanitary facilities shall comply with all City, County, and State health codes.

ARTICLE VIII

All homes and additions are to be compatible with existing architecture and factory manufactured housing, with no metal buildings. No lean-to or post buildings, with the exception of manufactured patio covers shall be permitted. Plans must be submitted to Roy & James Smith, LLC, or its designee, for approval prior to construction of any kind. All covered porches and decks must have a pitched roof compatible with the existing roof pitch of the house and have a shingled roof

ARTICLE IX

No poultry, fowl, horse, cow, sheep, goat, pig, or animal other than household pets shall be kept, harbored, or bred on any of the said lots or within any home situated thereon. Household pets are herein described to be cats, dogs, parakeets, and other small domestic animals with the exception of pigs. Household pets may not be kept, bred, or maintained for any commercial purpose. All dogs shall be contained in an enclosed rear chain link fence or decorative privacy fence, or shall be kept on a hand leash and must not be allowed to become a nuisance, by barking or otherwise disturbing neighbors. Tying a dog will not be permitted.

ARTICLE X

No garbage or trash shall be burned on any lot. No lot shall be used or maintained as a dumping ground for rubbish. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either in the rear of said homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. Garbage, trash, and other refuse must be collected at least weekly by a licensed refuse collector.

ARTICLE XI

Each lot, whether occupied or not, shall be mowed, trimmed, and weeded regularly and cleared of any unsightly objects. In the event any lot is not maintained in compliance with this restriction, officers of Roy & James Smith, LLC, or its designee, reserve the right to enter upon said lot and mow the grass, clean up the lot, and remove unsightly structures and objects The cost of same shall become a lien upon said lot for said cost plus interest at 8% APR, if not paid within thirty (30) days from billing date, to Roy & James Smith, LLC, or its designee.

ARTICLE XII

All campers, boats, and utility trailers shall be parked in the rear of the home.

All clothes lines and playground equipment, including, but not limited to, swing sets, merry-go-rounds, play pens, and sandboxes, toys, etc., shall be located in the rear yard of the home and not in the front yard. Each lot shall be kept so that it has a neat appearance as determined by Roy & James Smith, LLC, or its designee, in its sole discretion

All motor vehicles shall be parked in a driveway or under or in a carport. No inoperable or unlicensed motor vehicles shall be parked in any lot for more than thirty (30) days, the purpose of this restriction being to prohibit any junk cars being located in the subdivision

All Manufactured Houses must be under skirted with brick or a material approved by Roy & James Smith, LLC, or its designee, prior to construction. The buyer shall have thirty (30) days after the mobile home is placed on the lot to comply with this restriction.

ARTICLE XIII

These covenants and restrictions are appurtenant to and shall run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owners, and shall be binding for a period of ten (10) years from the date of these covenants and restrictions shall automatically expire unless extended for successive periods of ten (10) years each by an instrument signed by a two-thirds majority of the then owners of the lots in said subdivision.

ARTICLE XIV

No Manufactured Houses shall be placed on any lot unless a site plan is submitted and prior approval is given by Roy & James Smith, LLC, or its designee.

ARTICLE XV

Roy & James Smith, LLC, hereby reserves unto themselves, their successors, legal representatives, and assigns, a perpetual, unalienable, and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone wires, cables, conduits, drainage ditches, sewers, and other suitable facilitates for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, cable TV, or other like conveyance or utilities on, in, or over all easements reserved or shown on said plat together with the right of ingress and egress to and from the lands affected by such easements Roy & James Smith, LLC, shall have unrestricted right and power to release or grant such easements.

ARTICLE XVI

Failure of Roy & James Smith, LLC, its successors, and/or assigns, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVII

The developer 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 cable and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to Carolina Power & Light Company by the owner of each building.

ARTICLE XVIII

With prior written approval of Roy & James Smith, LLC, or its designee, one (1) storage building with the dimensions no larger than 14 feet x 20 feet will be permitted. All storage buildings must be vinyl siding or wood, and have shingled roof. All building or additions must have an A-frame shingled roof. Any wood type building must be painted to match the color of the house. A two-car garage or a carport may be placed on a lot. Under no circumstances may any more than two (2) outside building structures be placed on any lot. All necessary permits from the proper authorities must be obtained by the owner of the lot.

ARTICLE XIX

Roy & James Smith, LLC, or its designee, will not investigate or take action on any complaint unless said complaint is signed by at least ten (10) property owners. This does not prohibit Roy & James Smith, LLC, or its designee, from acting alone in insuring harmonious living within the subdivision.

ARTICLE XX

Roy & James Smith, LLC, has the right to waive in writing any covenant in their sole discretion until the last lot is sold.

ARTICLE XXI

Upon the sale of all lots located within this subdivision by Roy & James Smith, LLC, a majority of the property owners within the subdivision may elect a committee to perform all acts and things required to be done by Roy & James Smith, LLC.

ARTICLE XXII

Temporary steps are not allowed.
All doors must have decks with lattice or brick steps.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be executed in its Corporate name by Roy R. Smith, Manager, this the day and year first above written

Roy & James Smith, LLC

BY: Roy R. Smith (SEAL)
ROY R. SMITH

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, Cathy C. Thompson, a Notary Public for said County and State, do hereby certify that Roy R Smith, Manager of Roy & James Smith, LLC, a Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company

Cathy C. Thompson
Notary Public

WITNESS my hand and official seal, this 2nd day of January, 2003
My Commission Expires: 1-21-2003

CATHY C. THOMPSON NOTARY PUBLIC JOHNSTON COUNTY, N.C.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 009864 Page : 02004 - 02010

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 Cathy C. Thompson

_____

_____

_____

_____

_____ 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: _____
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
7 # of Pages