HOLD: SENTER & STEPHENSON Barry D. Mann of Manning, Fulton & Skinner

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PRESENTED
FOR
REGISTRATION

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KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

NORTH CAROLINA

PROTECTIVE COVENANTS

WAKE COUNTY

THIS DECLARATION, made this 14th day of June, 1989, by A & B ENTERPRISES, a North Carolina General Partnership with its principal office in Wake County, North Carolina, hereinafter called Declarant:

W I T N E S S E T H :

THAT 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 the 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 78-80, 82-91, 112-114, 150-183, inclusive, according to a map of Hampton Ridge Subdivision, Phase Three, as recorded in Book of Maps 1989, page 592, Wake County 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 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 improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot as the well site for a community water system or for use in providing a recreational area for the individual lot owners as a group. 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 and a private garage for not more than three cars.

ARTICLE III

SITE AND PLAN APPROVAL. No building, fence, swimming pool, outbuilding, storage shed, or any other structure shall be erected, placed,

or altered on any premises in said development until the building plans, specifications, and plot showing the location of such improvements, have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements 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 successors or assigns. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements 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 IV

DWELLING SIZE. Except with the prior written approval of the Architectural Committee, no single-story residential structure which has an area of less than 1600 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot; no story and one-half residential structure which has an area of less than 1700 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot; and no two story residential structure which has an area of less than 1700 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or place or permitted to remain on any lot.

ARTICLE V

BUILDING LOCATION. Except as otherwise expressly provided herein, no building shall be located on any lot nearer than fifty (50) feet to the front line, unless the above-referenced recorded plat shows a different setback distance, in which case the setback requirements shown on the recorded plat would control. No building on a corner lot shall be located nearer than 50 feet from one street and 20 feet from the other street. No building or garage shall be located nearer than 15 feet to an interior lot line. No building shall be located nearer than thirty (30) feet to its rear lot line. No other permitted accessory building shall be located nearer than 15 feet to an interior lot line and less than 30 feet from the minimum building setback line. For the purposes 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. A minor violation is deemed to be a 10% or less deviation from the requirements established herein.

ARTICLE VI

LOT, AREA, AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 25,000 square feet.

ARTICLE VII

ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on the subject lots, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and further provided that they do not constitute a nuisance or annoyance to the neighborhood.

ARTICLE VIII

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 distance on recorded plat, in which case the plat 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through

drainage channels in the easement. 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. Only licensed motorized bikes operated by licensed operators shall be permitted within the subdivision.

ARTICLE X

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three cars, shall be used on any lot at any time as a residence, either temporarily or permanently. Except with the prior consent of the Architectural Committee, no detached garage shall be used on any lot at any time for human habitation, either temporarily or permanently.

ARTICLE XI

FENCES. No fence, wall, hedge, gardens or mass planting shall be permitted to extend beyond the minimum building setback line established herein and specifically beyond that portion of the lot between the line of the back of the dwelling (extended from side lot line to side lot line), and the street upon which the subject dwelling fronts, except upon approval by the Architectural Committee.

ARTICLE XII

APPEARANCE. Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, then Declarant may have the required work done and the costs thus incurred shall be paid by the owner.

ARTICLE XIII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development.

ARTICLE XIV

SEWAGE DISPOSAL. 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.

ARTICLE XV

POWER EASEMENTS. Declarant reserves the right to subject said real property 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 the owner of each lot.

ARTICLE XVI

WATER SERVICE. 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 is used by said owner.

ARTICLE XVII

DIGGING. No person, firm or corporation may dig, bore or drill a well on any building unit so long as an adequate water supply is available from the private central water system in operation without the express written consent of the Declarant or its assigns.

ARTICLE XVIII

SATELLITE DISHES. No satellite dishes or television radio antennas (commonly referred to as satellite dishes) may be placed or erected on any lot covered by these covenants, either on a temporary or permanent basis.

ARTICLE XIX

TERM. These covenants shall run with the land and be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of recordation, after which time said covenants shall be automatically extended for additional ten (10) year periods, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to cancel or modify 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. In addition to all other persons authorized to enforce these covenants, the Architectural Committee, its successors or assigns, is expressly empowered to enforce any provisions contained herein.

ARTICLE XXI

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SEVERABILITY. Invalidation 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 Declarant has executed this instrument as by law provided, this the day and year first above written.

A & B ENTERPRISES,
a North Carolina General Partnership

By: Leon J. Anderson (SEAL)
General Partner

By: William T. Barker, Jr. (SEAL)
General Partner

NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Leon J. Anderson and William T. Barker, Jr., general partners of A & B ENTERPRISES, a North Carolina general partnership, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 14th day of June, 1989.

MARTHA G. POWELL
NOTARY PUBLIC
WAKE COUNTY, N. C.

Martha G Powell
Notary Public
My Commission Expires: 2-22-94

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of ___

Martha G Powell

___ 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 Donna K Boone
Asst./Deputy Register of Deeds