PRESENTED FOR REGISTRATION

NORTH CAROLINA

WAKE COUNTY Oct 29 1 27 PM '82

R.B. [illegible] JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

PROTECTIVE COVENANTS OF SECTION IV HEATHER RIDGE SUBDIVISION
BOOK OF MAPS 1982 PAGE 571
WAKE COUNTY REGISTRY

MAIL TO:
MARJAN, LTD.
VICTOR E. BELL III
P.O. BOX 17274
RALEIGH, N.C.
27619

THIS DECLARATION, made this 27th day of October, 1982 by Marjan Ltd., a corporation organized and operating pursuant to the laws of the State of North Carolina with its principal office in Wake County, North Carolina, hereinafter called Declarant;

WITNESSETH:

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:

> All those lots comprising Section IV, Heather Ridge Subdivision, as shown on the map thereof, recorded in Book of Maps 1982, Page 571, Wake County Registry.

ARTICLE II

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 material; 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 improvements of lots; to secure and maintain proper set-backs from streets, and adequate free space 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. Additional lots in Heather Ridge may be subjected to these covenants by appropriate reference to this Declaration.

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 and a private garage for not more than three cars and such out buildings necessary to residential use.

ARTICLE IV

No dwelling shall be permitted on any building unit which has a finished ground floor area of less than one thousand square feet for one-story or split level buildings, and not less than eight hundred square feet for a dwelling of more than one-story, provided, that the footage shall be of the main structure exclusive of one-story open porches and garages.

BUILDING LOCATION. No building shall be located nearer than 35 feet to any front line, nor nearer than 25 feet to any side line adjoining the street, nor nearer than 10 feet from any other side lot line. For the purpose of this covenant, eaves, steps and open porches and carports open on both ends and the side opposite the house and supported on said ends and side by not more than six posts, shall not be construed as a part of the building, except that no side yard shall be required for a garage or permitted accessory buildings provided such building is located 100 feet or more from the front line.

ARTICLE V

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

ARTICLE VI

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 any annoyance or nuisance to the neighborhood.

ARTICLE VII

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

ARTICLE VIII

ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

ARTICLE IX

That no home occupation shall be carried on or conducted on these lots which require signs, pickup parking facilities

or any external alterations of the house which are not in keeping with residential purposes.

ARTICLE X

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for storage and disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XI

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 XII

ENFORCEMENT. Enforcement shall be by proceeding 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 XIII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judqment 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 actions to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement right and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XIV

The Declarants reserve the right to subject such real property described herein to a contract with Carolina Power and Light Company for the installation of underground electric facilities for service to buildings. This contract may require

an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the purchaser of any lot or lots or his tenant. The continuing monthly payment may be terminated at any time upon payment of a one-time charge subject to the then applicable regulations approved by the state regulatory authority. The subdivision property may also be subjected to a contract with Carolina Power and Light Company for the providing of street lighting service which requires a continuing monthly payment.

IN TESTIMONY WHEREOF, Marjan Ltd., a North Carolina corporation has caused this instrument to be executed in its corporate name by its ____ President and its seal to be affixed and its name to be attested to by its Asst. Secretary, all by order and authority of its Board of Directors duly given on the day and year first above written.

MARJAN LTD.

BY: Victor E. Bell, Jr.
____ President

ATTEST:
Victor E. Bell III
Asst. Secretary

STATE OF NORTH CAROLINA

COUNTY OF WAKE

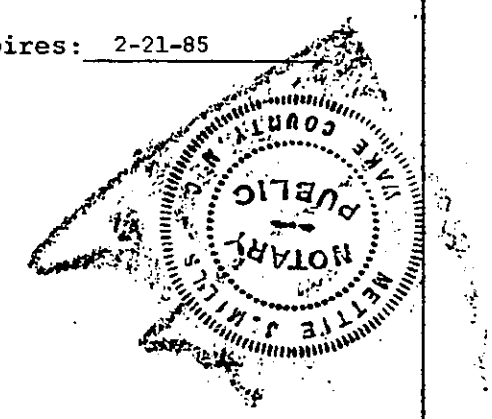
This is to certify that on the 27th day of October, 1982 before me personally came Victor E. Bell, Jr., ____ President, with whom I am personally acquainted, who being by me duly sworn, says that he is the ____ President and Victor E. Bell, III is the Asst. Secretary of Marjan Ltd., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said ____ President and that the

said _____ President and Asst. Secretary subscribed their names thereto, and said common seal was affixed all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this 27th day of October, 1982.

Mettie J. Mills
Notary Public

My commission expires: 2-21-85



NORTH CAROLINA — WAKE COUNTY

This foregoing certificate _____ of Mettie J. Mills

_____

_____

_____ 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.

R. B. McKENZIE, JR., Register of Deeds

By Mary S. Peoples
Deputy Register of Deeds

... 310 WEST EDENTON STREET, RALEIGH, N. C. 27611