

Prepared by and mail to
Calder & McWilliam, PLLC
216 Highway 70 West
Garner, NC 27529

Space above reserved for recorder

**DECLARATION OF RESTRICTIVE COVENANTS AND
ROAD MAINTENANCE AGREEMENT FOR
HERITAGE FARMS II**

THIS DECLARATION AND AGREEMENT is made and executed on the date set forth
below, by **Ashley Turner Development, LLC**

WITNESSETH:

Ashley Turner Development, LLC, the owners and developer of the lands hereinafter
described, and herein referred to as "Declarants", desires to declare and place the restrictions
hereinafter set forth upon the lots in the real estate subdivision hereinafter described and upon the
development, improvement and use thereof.

NOW, THEREFORE, the Declarants, 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 being described as follows:

Being all of **Heritage Farms, II** subdivision, as depicted in Map Book 70, page 79, Johnston County Registry.

ARTICLE 1

PURPOSE. The real property hereinbefore 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 2

ARCHITECTURAL COMMITTEE. An Architectural Committee shall be composed of two persons designated and appointed by the Declarants or such person, firm or corporation to whom Declarants has expressly assigned this right; or, at such time as the Declarants 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 percent 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 **William Ashley Turner**. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarants or its successors or of the Architectural Committee.

ARTICLE 3

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, built on 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. No metal buildings or metal carports shall be allowed. No mobile or modular homes are permitted.

ARTICLE 4

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 Declarants will purchase such owner's lot within thirty (30) days after demand is made on the Declarants by such owner in writing. The purchase price shall be the same price as the price which the Declarants 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.

Mobile homes, modular home, log homes, earthen or underground home, shell homes, pre-cut, pre-assemble and packaged homes or similar type buildings are prohibited, except that the Declarants, its successors or assigns, may in its complete discretion, approve a dwelling or appurtenant structure with some of its components being pre-cut or pre-assembled

In the event of a total loss of the structure, the owner may elect not to replace it; however, the site shall be cleared of all debris, graded level with the contour of the land and grassed or strawed.

All telephone, electrical and other utility lines and connections between the main utility lines and the dwelling or other structures shall be located underground so as not to be visible.

ARTICLE 5

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 1400 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 area of the main structure, exclusive of basement, porches and garages, of less than 1900 square feet.

ARTICLE 6

BUILDING LOCATION. All buildings must be located on any building lot in compliance with Johnston County Planning set-back requirements. 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 located at least 125 feet from the front property line, if the lot 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 Declarants reserves the right to waive minor violations (up to 10 percent) of the setback and side line requirements set forth in this Article. Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the location of a building regardless of the fact that such building meets the requirements of this paragraph.

ARTICLE 7

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 percent (10 percent) and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side line clearances from new lot lines shall be applicable and setbacks from former lot lines shall no longer be required. No recombination of lots may be made in a manner which results in any increase in the number of lots above those existing when these covenants became effective.

ARTICLE 8

EASEMENTS. The Declarants reserves the right to subject the real property in this subdivision 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 building unit. 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 unless shown in excess of such distances 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 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 9

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 10

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.

No mail receptacle shall be erected unless approved by the Declarants. No fuel tanks or similar storage receptacles shall be exposed to view; i.e., they must be installed only within the main dwelling house, within another approved structure or buried underground in a safe and approved container.

ARTICLE 11

TRUCKS, BOATS, TRAILERS. No trucks, pickups, boats, trailers or motor homes shall be parked on public streets of the subdivision. No tractor-trailer trucks, either with or without the trailer, shall be parked overnight anywhere in the subdivision. Any boats or recreational vehicle must be parked in the back yard and stored and screened in such a manner as to not be visible from the street. No cars which are not in working condition, regularly used, licensed and insured shall be parked overnight anywhere in subdivision.

ARTICLE 12

GENERAL APPEARANCE. The owners 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 24 inches in diameter shall be allowed. No satellite dish unit shall be install on any lot so as to be visible from the street, unless approved by the Architectural Committee. No window air conditioning units shall be installed in any home situated on the property.

ARTICLE 13

CONSTRUCTION REQUIREMENTS. Each lot shall have one driveway leading from the street which shall be constructed with gravel or paved with concrete or asphalt or other material approved by the Declarants. Such pavings shall be completed simultaneously with the completion of the dwelling. The location of such driveway shall be approved in writing by the Declarants and shall not be installed without having obtained a permit from the Department of Transportation, if required.

During construction, Builders shall keep the building site free of trash and debris and shall provide their employees and agents with portable toilet facilities. If, in the opinion of the the Declarants,

a lot is being maintained in violation of the above standard, Declarants or its designees may, at the expense of the owner, have such conditions corrected. During construction of driveways or other land disturbing activities undertaken for landscaping purposes on any lot or street right of way in front of a lot, the lot owner undertaking such activity shall be responsible for installing erosion control devices, if needed to control water pollution from sedimentation and to prevent accelerated erosion and sedimentation of lakes and natural water courses. These devices shall be constructed and maintained in accordance with the then current county erosion and sediment control ordinances. No construction debris, including concrete washout, shall be placed on any street right of way. Ditches or slopes of streets destroyed during construction activity shall be replaced by the the lot owner responsible for such activity. No lot shall be cleared of naturally occurring trees or other vegetation without prior written approval of the Declarants.

ARTICLE 14

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum front building setback line established herein, except upon approval of the Architectural Committee. No metal fences except chain link fences shall be installed on any lot unless screened in a manner approved by the Architectural Committee, which approval may be withheld arbitrarily. No fence shall extend any closer to the street than rear corner of the house unless approved by the Architectural Committee.

ARTICLE 15

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 fenced in. Any dog that is outside its fence must be leashed or held by its owner.

ARTICLE 16

WAIVER OF VIOLATION. Any violation of these covenants, as it pertains to building size and location may be waived by agreement of the Declarants and the owners of the lots immediately adjoining the lot wherein the violation exists.

ARTICLE 17

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

ARTICLE 18

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 Registry of Deeds, after which period 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; provided, however, that any such instrument must be recorded within a six-month period preceding the end of the twenty-five (25) years period or a ten-year (10) extension period.

ARTICLE 19

ENFORCEMENT. Enforcement shall be the responsibility of the homeowners of the subdivision. Nothing herein set forth shall be deemed to require the Declarants to enforce the terms of this Declaration. However, the Declarants, the Architectural Committee, the Homeowners Association or any lot owner shall have the right to bring enforcement proceedings should any of the terms hereof be violated. 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 20

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way effect 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.

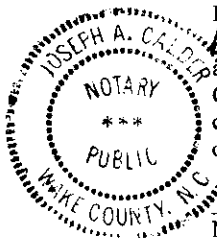
IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its company name by its duly authorized manager on this the 3 of April, 2007.

Ashley Turner Development, LLC

By: [Signature]
Manager

State of North Carolina

Wake County



I, a Notary Public of the County and State aforesaid, certify that William Ashley Turner personally came before me this day and acknowledged that he is the manager of **Ashley Turner Development, LLC**, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him. Witness my hand and official stamp or seal on this the 3 day of April, 2007.

[Signature]
Notary Public

My Commission Expires: 7-08-12