

mail to
HAMP Etheridge
P.O. Box 189
Kenly, N.C. 27542

NORTH CAROLINA
JOHNSTON COUNTY

RESTATED RESTRICTIVE COVENANTS
RIDGEWOOD SUBDIVISION
PHASE III - LOTS 20-29

NOW COMES JPK&A, L.L.C., [hereinafter the "Declarant"] P.O. Box 189, Kenly, N.C. 27542, this day of July 17th 2000, to join in this Declaration of Restrictive Covenants for the purpose hereinafter set out.

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 restrictive 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 parcel thereof, and shall apply to and bind the successors in interest and any owner.

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.

1. 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 the County of Johnston, State of North Carolina, and is more particularly described as follows:

Being all of Lots 20 - 29 in Ridgewood Subdivision as more particularly shown on a plat and survey by Byrd Surveying, P.A. dated July 10, 1999, said plat being recorded in Plat Book 56, page 251, Johnston County Registry.

2. 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 improvements 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.

HOMES ALLOWED

3. All lots herein are restricted to doublewides, (multi-section) manufactured homes, stick-built, and modular homes. Single-wide mobile homes will not be permitted on any lot. No manufactured, modular or stick-built home shall be placed on any lot unless such home is at least 1,200 square feet of heated space. Only new homes may be placed in this Subdivision. The Architectural Committee reserves the right to lower these requirements by 10% should economic conditions so indicate.

No Manufactured House shall be placed on any lot unless such 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.

All manufactured (modular or doublewide) or stick-built homes placed on Lots 20-29 shall have a nominal 3/12 or 4/12 pitched roof. Any dwelling placed on a lot in this Subdivision must have a shingle roof and vinyl exterior siding (unless otherwise approved by the Architectural Standards Committee). All manufactured homes must be properly anchored and comply with other relevant governmental requirements when installed and must have wheels, axles and hitches removed before occupying. Under skirting shall consist of continuous brick curtain wall. All under skirting must be completed before the homeowner moves in.

SITE PLAN REQUIRED

4. No manufactured home shall be placed on any lot unless a site plan is submitted and prior approval is given. Upon approval, all corners where the home will be placed on the lot must be flagged at the time of the preliminary survey.

PROPER LOT USE

5. The Declarant may use any one lot as a sales office until all 40 lots in Ridgewood are sold. Otherwise, no lot shall be used for any use other than a single-family residence. No lot or any home thereon shall be rented or leased by the owner without prior permission of the Declarant. 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 from Declarant, or its designee.

Homes must be occupied within six (6) months from the date of lot purchase.

SETBACKS

6. All lots shall have the following minimum setbacks: 35 feet in front, 20 feet from the rear and 10 feet from the side. Declarant reserves the right to waive any setback violations not in excess of ten percent (10%) of the setback requirements. All setbacks on each lot shall comply with applicable Town of Kenly Zoning Ordinances. Before placing any Manufactured House or foundation on a lot in this Subdivision, a plot plan showing front, back, and side set back lines must be approved by Declarant, or its designee. Each Manufactured House in this Subdivision must be placed at least 35 feet from the front line to allow for uniformity, with the exception of cul-de-sac lots 22, 23, 24, 25, & 26.

MINIMUM LANDSCAPING

7. An architectural and landscaping committee appointed by Declarant, or its assignee, shall inspect and require landscaping of the following; a) of not less than (8) shrubs bordering the immediate front of the home, b) yard must be smoothed and seeded at least 100 feet from the front property line.

DRIVEWAY REQUIREMENTS

8. All driveway coverts shall be 15" reinforced concrete, and a minimum of 20 feet to meet North Carolina Department of Transportation standards. Driveway tile must be installed in accordance with such requirements before any preparation activity of any kind for the arrival of the manufactured home occurs.

All driveway materials installed must be of concrete and must be installed to grade by a professional contractor, and must be wide enough for 2 average size automobiles to park side by side.

DOOR STEPS

9. All homes must include a front stoop measuring a minimum of 35 square feet. Front, rear, and side stoops must have rails per the North Carolina Building Code. Front and side stoops must be constructed of brick continuous wall, and brick steps. The rear stoop may be constructed of treated timber.

ADD-ONS

10. All homes and additions are to be compatible with existing architecture and factory manufactured housing and modular homes, 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 Declarant, or its designee, for approval prior to construction of any kind. All covered porches and decks must have shingled roofs.

No above-ground or underground swimming pools shall be installed on any lot except with prior approval of the Architectural Committee before purchase or construction begins.

Once any construction or improvements of any type is started on any lot, it must be completed within six (6) months of commencement. All lots and areas being constructed or improved must be cleared of discarded materials and excess debris every 2 weeks.

STORAGE BUILDINGS

11. An accessory (storage) building, maximum of 576 square feet, may be placed 5 feet from the back corner of the lot and shall be compatible with the looks of the house. Any storage building in excess of 80 square feet must be approved by the Architectural Committee before purchase or before construction begins. Any storage building placed on a building lot shall be constructed only in connection with the occupancy and use of a single-family dwelling and is to be made of non-corrosive material and not detract from the appearance of the home. No metal storage building of any kind is permitted. The owner may attach a carport provided that it meets the proper town and county rules and regulations.

FENCES

12. Owners may erect fences provided that the fenced in area consists of the back yard only and encloses neither the side nor the front area of the house. Fences may be constructed of salt treated material, split rail, chain link, or PVC. Fences may not be hog wire, poultry wire, rabbit wire, barbed wire, or tin. Any type of decorative fencing or other fencing proposed for front yards must be approved by the Architectural Committee.

DAMAGES TO SUBDIVISION PROPERTY

13. Any damage whatsoever that occurs to any part of the Subdivision's original construction, not limited to right of ways, pavement, or landscaping, shall be the responsibility of the lot owner. All damage shall be repaired within 30 days of the time the damage occurred in accordance to original construction standards.

TEMPORARY STRUCTURES / VEHICLES

14. No structure of a temporary character such as a travel trailer, RV, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. A camper or recreational vehicle shall be allowed for a visiting friend or relative only. Parking of all campers or RV's in such cases shall not exceed a total period of more than two weeks annually, beginning from January 1 to December 31. Absolutely no vehicle shall be allowed parked in the street or on right of way property at any time.

No inoperative or unlicensed motor vehicles may be kept on any lot, a primary purpose of this restriction being to prohibit any junked or inoperative vehicles being located or stored in the Subdivision. No tractor-trailer rigs will be allowed to park in the Subdivision. All boats and travel or utility trailers shall be stored on the rear of the owner's lot. All playground equipment, including but not limited to, basketball goal (limit of one per lot), swings, swing sets, merry-go-rounds, play grounds, play pens, sandboxes and toys, shall be located only in the rear yard of the home and must be kept in neat order. No full court basketball goals shall be allowed on any lot or on any combination of lots. All TV satellite disks must not be over 24" in diameter and shall be placed in the rear of the lot. No outside clotheslines are allowed. No off-road vehicle, including but not limited to, three or four-wheel vehicles, motorcycles, go-carts, shall be allowed on any paved streets or shoulder.

YARD MAINTENANCE

15. 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, Declarant, or its designee, reserves 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 be a lien upon said lot for said costs plus interest at eighteen (18%) percent per annum, if not paid within thirty (30) days from billing date, to Declarant, or its designee.

MAINTENANCE OF ADJACENT AREAS

16. Lots bordering on or containing ditches, drainage canals, and swails, shall be regularly mowed and cleaned, including the slopes, if any, and up to the edge of the paved areas. The lot owner shall properly fill washouts or erosions. Mailboxes will be furnished and erected by Declarant (painted white). Mailboxes must be kept neat and orderly including lettering.

ANIMALS

17. No livestock or animals, except small pets (cats, dogs, parakeets and other small domestic animals and birds) with a limit of two each, shall be raised or kept on any lot; provided, however, no animals shall be kept or raised on said premises for commercial purposes. No vicious animals of any kind, including, without limitation, Rotweilers, Pitbulls, or Doberman Pinschers, may be kept on any lot. Any animal owned by the property owner must be contained on the premises of the property owner; however, no animals may be chained or tied.

GARBAGE

18. 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. A licensed refuse collector must collect garbage, trash and other refuse at least weekly.

BUFFER RIGHTS

19. Declarant, or its designee, reserves the right to put in a buffer strip along any side or rear of the property's boundary lines. Declarant has the right to buffer with fence and / or vegetation.

ENFORCEMENT OF COVENANTS

20. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant herein and such proceedings may be to restrain violation or to recover damages including interest on any balance due under these covenants until paid in full at the highest rate allowed by law, court costs and expenses, and reasonable attorney fees. Invalidation of any one of these covenants or of any provisions herein set forth by judgment or court order or regulatory ruling shall in no way affect the other provisions hereof which shall remain in full force and effect. Failure of Declarant, 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.

HANDLING COMPLAINTS

21. Declarant, or its designee, will not investigate or take action on any complaint unless said complaint is signed by at least 51% of the property owners. This does not prohibit Declarant, or its designee, from acting alone in insuring harmonious living within the Subdivision.

DURATION OF COVENANTS

22. 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 thirty (30) years from the date of these covenants and restrictions, after which said covenants shall automatically expire unless extended for successive periods of ten (10) years by an instrument signed by a two-thirds majority of the owners of the lots in said subdivision.

COVENANT CHANGES (LESS SINGLEWIDES)

23. Changes to any covenant, with the exception of the covenant in Article 3 regarding singlewide mobile homes, must be agreed upon by a two-thirds majority of the property owners in writing. Singlewide homes will not be permitted on any lot.

ARCHITECTURAL STANDARDS COMMITTEE

24. The Architectural Standards Committee shall initially be composed of Kenneth P. Etheridge and Mark E. Etheridge and their appointee(s). A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Declarant shall have full authority to designate a successor. None of the members of the Architectural Standards Committee shall be compensated for services performed pursuant to the provisions of these covenants.

Upon the sale of the last lot in the Subdivision, the majority of the then lot owners of the Subdivision may meet to elect a successor Architectural Standards Committee of three lot owners. The said replacement Architectural Standards Committee members shall function with the same responsibilities and rights as herein provided for the original Committee, and shall serve until their successors are elected by a majority of the then lot owners at a meeting held after a ten-day written notice to all lot owners at that time at their last known address.

Any provision contemplating a vote by the owners of the lots in the Subdivision shall in no event authorize more than one full vote to be cast per lot, even though there are multiple owners thereof. All communications addressed to the Committee shall be addressed to JPK& A, L.L.C., PO Box 189, Kenly, NC 27542.

UTILITIES ACCESS

25. Declarant hereby reserves unto its selves, its 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 facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, cable TV, or other like conveyances 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. Declarant shall have the unrestricted right and power to release or grant such easements.

Declarant and the Town of Kenly are providing two streetlights for Lots 20-29; one at the end of the cul-de-sac area, and one at the street entrance area. Any additional streetlights desired by the lot owner(s) shall be at the sole expense of the lot owner(s).

IN WITNESS WHEREOF, JPK&A, L.L.C., a North Carolina Limited Liability Company, Johnston County, North Carolina, the Declarant has caused this instrument to be signed in its name, this the 17th day of July, 2000.

JPK&A, L.L.C., A NORTH CAROLINA LIMITED LIABILITY COMPANY (SEAL)

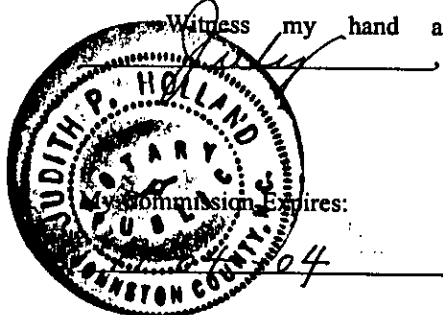
BY: [Signature] (SEAL)
Kenneth P. Etheridge, Member

BY: [Signature] (SEAL)
Mark E. Etheridge, Member

NORTH CAROLINA

JOHNSTON COUNTY

I, Judith P. Holland, a Notary Public for said County and State, do hereby certify that Kenneth P. Etheridge and Mark E. Etheridge, members of JPK&A, L.L.C., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of this North Carolina Limited Liability Company.



Witness my hand and official stamp or seal, this 17th day of July, 2000.

Judith P. Holland
Notary Public

NORTH CAROLINA - JOHNSTON COUNTY
The foregoing certificate/s of Judith P. Holland
Notary Public/Notaries Public is/are certified to be correct.
Filed for registration and recorded in this office in Book 1953 Page 329
This 17 day of July, 2000 at 12:55 o'clock P.M.
By Cecil M. Massengill Register of Deeds
[Signature] Deputy Register of Deeds