

Prepared by and return to:
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The Pryzwansky Law Firm, P.A.
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LEE WOODS SUBDIVISION

THIS DECLARATION, made as of October 8, 2009 by GEARRY LOOMIS WOODARD, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property containing approximately 11.690 acres in Clayton Township, Johnston County, North Carolina which is more particularly described on Exhibit "A" attached hereto ("Property");

WHEREAS, it is the desire and intention of Declarant to impose on the Property covenants, conditions and restrictions under a general plan or scheme of improvement for the benefit of all of the Property and the future owners thereof; and,

WHEREAS, the Property shall be subdivided into eleven (11) single family residential lots ("Lot(s)") and shall be known as Lee Woods Subdivision.

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

No building site preparation (including, but not limited to grading, elevation work, or sloping) or initial construction, erection or installation of any improvements, including but not limited to, buildings, fences, signs, walls, bulkheads, screens, equipment, or other structures shall be commenced, erected, placed, altered or maintained upon any Lot, until the plans and

specifications showing the nature, kind, shape, height, materials, exterior colors, siding, location and elevations of the proposed improvements shall have been submitted to, and approved in writing by, as to harmony of external design and location in relation to surrounding structures and topography, an Architectural Committee composed of three (3) persons appointed by the Declarant. In the event the Architectural Committee fails to approve such submission made by any owner of a Lot ("Lot Owner") within thirty (30) days after said plans and specifications have been received by the Committee, approval will be deemed to have been denied. Any plans and specifications that contain inaccurate or missing data or information when submitted shall not be deemed to be approved notwithstanding any prior approval by the Committee.

Upon request, the Architectural Committee shall provide any owner with a letter stating that any such work, plans and specifications have been approved, and the letter may be relied upon by third parties.

Approval or disapproval by the Architectural Committee of such plans, location or specifications may be based upon any grounds, including purely aesthetic and environmental, which in the sole discretion of the Committee, it shall deem sufficient. Neither the Declarant nor the Architectural Committee shall be responsible for any defects in the plans and specifications submitted to it or in any structure erected or improvements made on any Lot.

The Declarant, Architectural Committee, or their appointed agents, shall have the right, at their election, but shall not be so required, to enter upon any of the Lots during site preparation or construction, erection, or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications.

The Architectural Committee shall have the power to grant, and may allow, variances of, and adjustments of, the restrictions established herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the restrictions contained herein; provided, however, that variances or adjustments are done in conformity with the intent and purposes hereof; and, provided also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other Lots in the immediate neighborhood. Variances and adjustments may be of the height, size, and setback requirements, but shall not be limited thereto. No variance shall be permitted if it violates governmental minimum standards.

In the event of the grant of any variance in the restrictions established herein, the Declarant on behalf of the Architectural Committee shall execute a document acceptable in substance to the Declarant attesting to such grant and the specific nature thereof in form suitable for recording, so that the Lot Owner may record the document in the Registry of the County in which the Lot is located. Such document shall be prepared at the cost of the Lot Owner and shall be binding upon the Declarant, its successors and assigns, and other Lot Owners and may be relied upon by third parties to evidence the variance approval.

The Architectural Committee shall continue in existence until the earlier of (i) ten (10) years from the date of the filing of this Declaration or (ii) the date which is ten (10) months after sale of the last Lot by Declarant, such sale date to be the date a deed for such last Lot is recorded in the Johnston County Registry. The Architectural Committee may be reconstituted in the event that Lots are repurchased by the Declarant pursuant to Article III herein.

After discontinuance of the Architectural Committee (1) no further approvals need be obtained by any Lot Owner pursuant to this Article, and any Lot Owner thereafter shall improve its Lot as the Lot Owner deems appropriate, without such prior approval but no inconsistent with other Articles of this Declaration, and (2) any improvement located on any Lots shall be deemed

approved by the Architectural Committee and any variance of any improvement from the building restrictions set forth herein shall be deemed approved by the Architectural Committee whether or not a document of variance approval has been recorded unless there shall be pending in Johnston County an action against any Lot Owner for enforcement of the provisions of this Declaration for failure to comply with the provisions of this Article or for having constructed an improvement which violates the building restrictions and a variance shall not have been given, and as to the Lot affected by the actions, the result of the action shall be determinative thereof.

Any purchaser of a lot or institution financing a lot shall rely on the foregoing statement.

ARTICLE II USE RESTRICTIONS

Section 1. Use of Property. No portion of the Property (except for a temporary office of the Declarant and building models used by Declarant) shall be used except for single-family residential purposes and for purposes incidental or accessory thereto.

Section 2. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be, or may become, a nuisance or annoyance to the neighborhood.

Section 3. Animals. No animals, birds, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, pet birds or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and are controlled in accordance with applicable governmental ordinances and are not a nuisance to other Lot owners.

Section 4. Offensive Behavior. No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof. All laws, orders, rules, regulations, ordinances, or requirements of any governmental agency having jurisdiction thereof, relating to any Lot or any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain such portion of the Property.

Section 5. Business. No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any Lot, except that the Declarant or its agents may use any unsold Lots for sales or display purposes, Declarant may maintain a sales or rental office on the Property and Declarant may maintain marinas or other amenities to the Property.

Section 6. Signs. No Lot Owner shall display, or cause, or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any Lot except as required by local governmental authority; provided, however, that the Declarant, or its respective agents, may place "For Sale" or "For Rent" signs on any Lots for sale; provided, however, that during the development of the Property and the initial marketing of Lots, the Declarant may maintain a sales office and may erect and display such signs as the Declarant deems appropriate as aids to such development and marketing, provided that such signs do not violate any applicable laws. Such permitted signs shall be placed in the approximate center of a Lot and six feet from the road curb. No sign shall be nailed to trees.

Section 7. Parking. No boats, trailers, campers, motorhomes, trucks, or tractors shall be parked in the front yard of any Lot or on any right of way of any roads or streets within the Property or adjoining the Property by any Lot Owner, its family members, tenants or contract

purchasers. Such vehicles may, however, be parked in the rear yard of a Lot. Delivery and maintenance vehicles are permitted.

Section 8. Trailers, etc. No trailer, mobile storage units, POD, mobile home, modular home or other structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters or storage units used by the contractor during the construction of a dwelling, garage or accessory building, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after completion of construction.

Section 9. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or within a screened area, or buried underground; provided, however, that nothing contained herein shall prevent the Declarant from erecting, placing or permitting the placing of tanks, or other apparatus, on the Property for uses related to the provision of utility or other service.

Section 10. Guest Facility. A guest apartment or guest facility may be included as part of a main detached single family dwelling or accessory building.

Section 11. Subdividing. No Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Declarant during the period Declarant owns any of the Property. However, the Declarant hereby expressly reserves unto itself, its successors and assigns, the right to replat any two (2) or more Lots shown on the plat of any subdivision of the Property in order to create one or more modified Lots; to recombine one or more Lots to create a larger Lot; to eliminate from this Declaration Lots that are not otherwise buildable or are needed for access to any area of the Property or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such replatted Lots suitable and fit as a building site or access area or roadway, said steps to include, but not to be limited to the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of the said replatted Lots.

Section 12. Mineral Extraction. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, nor oil, gas or mineral exploratory activity, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or in, or under, any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot; nor shall sand, clay, or other materials be mined or removed from any Lot for use elsewhere.

Section 13. Delivery Receptacle. No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for the receptacle shall have been approved by the Declarant or the Architectural Committee.

Section 14. Antennae. Exterior radio antennae, aerials, disks and dishes for reception of commercial broadcasts shall not be permitted on any Lot (except television antennae and small 18" or 30" satellite dishes will be permitted so long as they are placed in the rear yard or attached to the roof or to rear portion or side portion of the house) and no other aerials, disks and dishes (for example, without limitation, amateur short wave or ship to shore) shall be permitted on any Lot without permission of the Architectural Committee as to design, appearance and location.

Section 15. Construction Limitations. During construction, all vehicles involved, including those delivering supplies, must enter the Lot on a driveway only as approved by the

Declarant so as not to damage unnecessarily trees, street paving and curbs. During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, trees, etc., must be removed from each Lot by builder as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the Property.

Section 16. Firearms; Hunting Prohibited. There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted on the Property.

Section 17. Unsightly Growth. Each Lot shall be maintained in a neat condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels.

Section 18. Fences. No fences are permitted in the front yard of a Lot. In addition, only fences made of chain link, vinyl or stained wood shall be permitted on the rear portion of the Lot.

Section 19. Independent Covenants. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid, or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

ARTICLE III

BUILDING RESTRICTIONS

Section 1. Square Footage. Any dwelling erected on a detached single-family residential Lot shall contain a minimum enclosed dwelling area of 1,400 square feet. The term "enclosed dwelling area" as used in this Section 1 shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, that the term specifically does not include garages, terraces, open porches, decks, stoops and like areas regardless of heating or cooling. The minimum enclosed dwelling area may be reduced on a case by case basis by the Architectural Committee.

Section 2. Setback Lines. In no case shall the setback lines be less than that required by the governmental agency having jurisdiction over the Property.

Section 3. Height and Accessory Building. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any detached single-family residential Lot other than a detached single family dwelling not to exceed two (2) stories in height, unless the Architectural Committee approves in writing a variance permitting a structure of more than two stories, and a garage and small accessory building (which may include a pool house, servants' quarters, or guest facilities), provided, the use of such dwelling or accessory building does not in the opinion of the Architectural Committee overcrowd the site. Such accessory building may not be constructed prior to the construction of the primary dwelling. All garages must be attached to the main dwelling, unless the Architectural Committee approves in writing a variance permitting a detached garage.

Section 4. Multi-Family Use Prohibited. No multiplex residence or apartment house shall be erected or placed on, or allowed to occupy, any detached single-family residential Lots,

and no dwelling once approved and constructed shall be altered or converted into a multiplex residence or apartment house.

Section 5. Remedies. If the finished dwelling, garage, accessory building or other structure does not comply with the submitted and approved plans and specifications, the Declarant retains the right to make the necessary changes at owner's expense to comply with the approved plans and specifications, the right to treat such charge or cost as an assessment, the right to file under the North Carolina lien laws a notice of liens for any costs incurred, and the further right to resort to all remedies provided under the laws of North Carolina for the recovery of such costs and the expenses of collection, including without limitation, reasonable attorneys' fees. Any changes in plans or specifications must first be reapproved by the Declarant in accordance with the procedure herein specified for architectural control.

Section 6. Trash Receptacles. Each Lot Owner shall provide receptacles for garbage in an area not generally visible from the road, or provide underground receptacles or similar facilities.

Section 7. Driveways. All driveways from the street to each house shall be concrete.

Section 8. Variances. The Architectural Committee shall be empowered with the right to grant, in writing, variances to the requirements imposed in this Article where unintentional errors occur or topographical conditions exist that would result in a minor violation of such restriction. Violations no in excess of twenty (20%) of the minimum requirements shall be deemed minor.

Section 9. Right to Repurchase. If an owner fails to commence construction of the dwelling on any Lot purchased within six (6) months after purchase, Declarant shall have the option within ninety (90) days thereafter to repurchase said Lot at the original selling price. The exterior of all dwellings and other structures approved for construction, as well as all landscaping, must be completed within six (6) months after construction on the Lot shall have commenced, except where completion is impossible due to strikes, fires, calamity, national emergency or other reasonable cause beyond the control of the owner or his builder.

ARTICLE IV

EASEMENTS

Section 1. Utility Easements. Some or all of the Lots shall be subject to such easements for water lines, sanitary sewers, storm drainage, gas lines, telephone and electric power line and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Property to this Declaration.

Section 2. Easement for the Benefit of Governmental Authorities. An easement is hereby established for the benefit of any governmental authority having jurisdiction over the Property, or other governmental agency, over all the Lots for the setting, removing and reading of water meters (which shall be separate for each Lot), maintaining and replacing water, sewage and drainage facilities, for police protection, fire fighting and garbage collection and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Property. In no case shall the governmental authority or other responsible agency, be responsible for failing to provide any emergency or regular fire, police, or other public service to the Property or to any of its occupants when such failure is due to the lack of access to such area due to inadequate design or construction, blocking of access routes, or any other factor within the

control of the Declarant, the Owners or occupants. All conveyances of any portion of the Property shall be subject to these limitations on the governmental authorities' responsibilities.

Section 3. Recorded Easements. There are hereby reserved easements as shown on the recorded map or maps of the subdivision. Within these easements, no structure, 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 or 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.

These reservations of easements expressly include the right to cut any trees, bushes, shrubs or growth, the grading, cutting or ditching of the soil and any other actions necessary to complete installation.

Section 4. Electricity. Declarant reserves the right to subject the Property to a contract with Progress Energy Carolinas for (i) the installation of underground electric cables which may require an initial contribution and/or (ii) the installation of street lighting, which will require a monthly payment to Progress Energy Carolinas by the owner of each Lot.

Section 5. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

ARTICLE V

QUIET ENJOYMENT

No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or become a nuisance or annoyance to the neighborhood.

ARTICLE VI

ENFORCEMENT

The Declarant or any owner of any Lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations imposed by the provisions of this Declaration either to restrain violation or recover damages. Failure by any Owner or the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE VIII

TERM

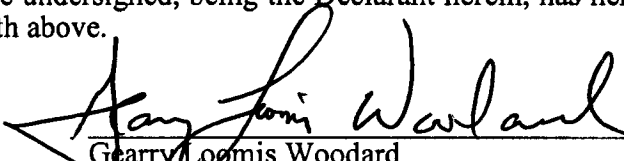
The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the Lots (exclusive of any mortgage holder or trustee under a deed of trust), it is agreed to modify this Declaration in whole or in part, or to terminate it. Such modification or termination shall not be effective until the recording of a document of modification or termination in the Office of the Johnston County Register of Deeds.

ARTICLE IX

ASSIGNABILITY

Declarant may assign its rights as developer and declarant created by this Declaration at any time and such assignment shall be evidenced by an Assignment of Declarant Rights recorded in the Office of the Johnston County Register of Deeds. If such an assignment occurs and if Lots are conveyed to the assignee, the conveyance of Lots to the assignee shall not constitute the commencement date for any time periods that are deemed to commence with the conveyance of Lots by the Declarant.

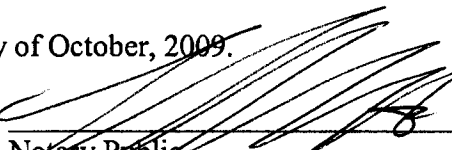
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal as of the date set forth above.

 (seal)
Garry Loomis Woodard

STATE OF NORTH CAROLINA :
COUNTY OF JOHNSTON :

I, a Notary Public, certify that Garry Loomis Woodard personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 13th day of October, 2009.


Notary Public
Lawrence E. Kristoff

My Commission expires:

2/29/2010

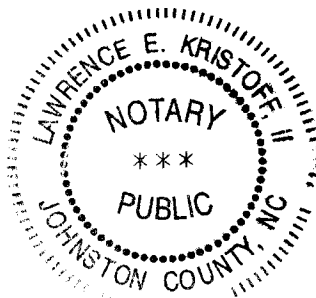


EXHIBIT "A"

BEGINNING at an iron pipe found marking the intersection of the southeastern corner of Lot 11, Lee Woods Phase One as shown on Plat Book 74, page 237, Johnston County Registry and the northern right of way line of Lee Road, a 60 foot public right of way; runs thence with the northern right of way line of Lee Road and with the southwestern line of Lot 11 along a curve to the left having a radius of 959.80 feet, an arc length of 129.47 feet and an exterior chord bearing and distance of North 50° 09' 51" West 129.37 feet to a point; runs thence continuing with the northern right of way line of Lee Road and with the southwestern line of Lot 10, Lee Woods Phase One as shown on Plat Book 74, page 237, Johnston County Registry along a curve to the left having a radius of 959.80 feet, an arc length of 118.67 feet and an exterior chord bearing and distance of North 57° 34' 14" West 118.59 feet to a point; runs thence continuing with the northern right of way line of Lee Road and with the southwestern line of Lot 9, Lee Woods Phase One as shown on Plat Book 74, page 237, Johnston County Registry the following courses and distances: (i) along a curve to the left having a radius of 959.80 feet, an arc length of 6.51 feet and an exterior chord bearing and distance of North 61° 18' 24" West 6.51 feet to an iron pipe found, (ii) North 62° 00' 30" West 54.51 feet to an iron pipe found, (iii) North 67° 25' 41" West 44.89 feet to a right of way disk, and (iv) North 67° 25' 41" West 85.58 feet to a point; runs thence continuing with the northern right of way line of Lee Road and with the southwestern line of Lot 8, Lee Woods Phase One as shown on Plat Book 74, page 237, Johnston County Registry North 67° 25' 41" West 109.05 feet to a point; runs thence leaving Lee Road and with the western line of Lot 8 North 18° 00' 47" East 275.87 feet to an iron pipe set; runs thence North 02° 14' 06" East 102.06 feet to an iron pipe found; runs thence North 83° 36' 54" West 411.94 feet to an iron pipe found in the eastern line of the property owned now or formerly by Carolina Packers, Inc. as described in Book 1710, page 118, Johnston County Registry; runs thence with the eastern line of the Carolina Packers property North 02° 35' 55" West 338.80 feet to an iron pipe found in the southeastern right of way line of Ranch Road, a 60 foot public right of way; runs thence with the southeastern right of way line of Ranch Road North 41° 11' 42" East 52.15 feet to an iron pipe found; runs thence leaving Ranch Road and with the southern line of the property owned now or formerly by Lillian Lee McGirt and Lucille Lee Lowry as described in Book 3470, page 789, Johnston County Registry South 83° 36' 54" East 818.25 feet to an iron pipe found; runs thence with the western line of the McGirt-Lowry property South 02° 14' 06" West 964.70 feet to an iron pipe found, the point and place of BEGINNING, containing 11.690 acres.