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P. Boring

BY LAWS

OF

RIVER OAKS HOMEOWNER'S ASSOCIATION

1. Identity. These are the By Laws of River Oaks Homeowner's Association (hereinafter called the "Association"), an unincorporated association of property owners in the Development known as River Oaks Subdivision as shown in Plat Book 116, at Pages 22 and 23, in the Office of the Register of Deeds of Guilford County, North Carolina and all future additions thereto made or consented to by Oak Ridge Developers II. All present or future owners and any other person that may use any of the facilities of Development shall be subject to these by laws. The fiscal year of the Association shall be the calendar year, except that in the initial year of operation of the Association the Association may select a fiscal year. The Association shall be responsible for maintaining all common area and subdivision signs in said subdivision when 50% of the lots in a section thereof have been sold by Oak Ridge Developers II.

2. Membership, voting, quorum.

(a) All lot owners in River Oaks Subdivision subject to the Declaration of Restrictive Covenants (hereinafter the "Declaration") shall be members of the Homeowner's Association. Voting by members shall be on the basis of one vote per lot, provided that fractional votes shall be permitted in the case of multiple ownership of a lot on a basis pro rated to the interest held in such lot by the respective owners thereof.

(b) A quorum at member's meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(c) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

(d) Except where otherwise required under the Declaration or applicable law, the affirmative vote of the persons entitled to cast a majority of the votes at any duly called meeting at which a quorum is present shall be binding upon the member.

3. Annual and Special Meetings.

(a) The Annual Members Meeting shall be held at such

011525

North Carolina - Guilford County
The certificate (s) of

Dennis E. Boring

858857

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

1 Misc Documents
4 MISC DOC ADDN PGS
1 Probate Fee

858857

0.00
\$8.00
2.00
ga

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein

BOOK: 4302
PAGE(S): 1625 TO 1629

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Katherine Lee Payne
Assistant Register of Deeds

05/09/1995 12:07:13

time and place during the month of May of each year as may be designated in the Notice of Meeting.

(b) Special Member's Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from a majority of the members of the Association.

(c) Notice of all member's meetings, regular and special, shall be given by the Secretary of the Association, or by another officer of the Association in the Secretary's absence, to each member, unless waived in writing, such notice to be written and to state the time and place and object of the meeting. Such notice shall be given to each member not less than 10 days nor more than 60 days prior to the date set for the meeting, which notice shall be mailed or presented personally to each member within said time. Notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member's last known address as it appears on the records of the Association with sufficient postage prepaid. Any member may waive such notice by signed written waiver.

4. Board of Directors.

(a) The Board of Directors shall consist of three persons. Except for the initial Board of Directors, which shall be appointed by Oak Ridge Developers, II, at least a majority of the Board of Directors shall be members of the Association.

(b) Oak Ridge Developers, II, shall appoint the initial Board of Directors. Thereafter the Board of Directors shall be elected annually by majority vote of the members at the regular annual meeting. Vacancies in the Board of Directors may be filled by the remaining directors until the next member's meeting.

(c) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three days prior to the day named for such meeting, unless notice is waived.

(d) Special meetings of the Board of Directors may be called at the request of 1/3 of the votes of the Board. Notice shall be as provided for regular meetings.

(e) A quorum of the Board of Directors shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the

011620

votes cast at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.

(f) Directors fees, if any, shall be determined by the members.

(g) All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, these By Laws, and the Homeowners Declaration. Such powers shall include, without limiting the generality of the foregoing:

(i) To make, levy and collect assessments against members and members lots to defray the costs of the Association and to use the proceeds thereof in the exercise of the powers and duties of the Association; provided, however, that no assessment may be made against Oak Ridge Developers, II without its consent. Such assessments shall be a lien on the lots in the subdivision when assessed; provided, however, that such lien shall be inferior to the lien of any mortgage against the lots.

(ii) To maintain, repair, replace, operate and manage any common areas and facilities and the subdivision entry signs and to approve any expenditure made for such purpose.

(iii) To reconstruct and/or make further improvement to the entry signs and any Common Area and roads and to make and enter into any and all contracts, necessary or desirable for such purposes.

(iv) To make, amend and enforce regulations governing the use of the Common areas and roads as long as said regulations do not conflict with the Declaration.

(v) To purchase any necessary or desirable insurance contracts with regard to the use of the entry signs, common areas, and/or roads.

(vi) To enforce the provisions of the Declaration and By Laws by legal means.

(vii) To pay all taxes and assessments against the Common Areas (however, such provision shall not be deemed to relieve the property owners of taxes on the road easements crossing their properties).

5. Officers.

(a) The executive officers of the Association shall be a President, who shall be a Director, a Vice President, a

001627

Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the Director at any meeting. Any person may hold two or more offices except that the President shall not also be Vice President or Secretary.

(b) The President shall be the chief executive officer of the Association. He shall have all of the Powers and duties which are usually vested in the office of the President of any association.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and duties of the President. He shall also perform such other duties as may be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association.

(e) The Treasurer shall have custody of all of the monies of the Association. He shall keep, or supervise the keeping of, the assessment rolls and accounts of members; he shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of the Treasurer.

(f) The compensation, if any, of the officers shall be fixed by the Board of Directors.

7. Roberts Rules of Order (latest edition) shall govern the conduct of proceedings when not in conflict with the Declaration, these By Laws, or the Statutes of the State of North Carolina.

8. Amendments to these By Laws may be made at any regular meeting of members or at a special meeting of members called for such purpose by majority vote of the members. Such amendment shall become effective immediately unless other provided in the Amendment.

This 28th day of April, 1995.

OAK RIDGE DEVELOPERS II
BY: *[Signature]*
General Partner

NO1620

STATE OF NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that R. KEITH PEEPLES, General Partner of OAK RIDGE DEVELOPERS, II, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

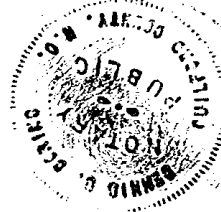
Witness my hand and notarial seal this 28th day of April, 1995.

Dennis E. Boering

NOTARY PUBLIC
Dennis E. Boering

My Commission Expires:

5/5/1998



001629

PRO-Boring

NORTH CAROLINA
GUILFORD COUNTY

RESTRICTIVE COVENANTS

1/3

KNOW ALL MEN BY THESE PRESENTS that OAK RIDGE DEVELOPERS, II, a North Carolina General Partnership, hereinafter referred to as "Declarant", of Guilford County, North Carolina, does hereby covenant and agree that the lots described below located in Township, Guilford County, North Carolina, shall be and they are hereby subject to the following Restrictive Covenants running with the land as to the use thereof and by whomsoever owned. Said lots restricted being more particularly described as follows:

BEING ALL OF the Lots in Phase One, Sections One and Two of River Oaks Subdivision as shown on the plats thereof recorded in Plat Book 116, Pages 22 and 33 in the Office of the Register of Deeds of Guilford County, North Carolina.

The Restrictive Covenants hereby imposed are as follows:

1. Said lots shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except for one single family dwelling not to exceed two stories in height, and an attached garage for no less than two cars except as otherwise specifically approved in writing by Declarant. No garage shall be erected such that the entry doors of the same shall face the street. All driveways servicing any constructed single family dwelling shall be paved with either asphalt or concrete.

2. No dwelling shall be erected or allowed to remain on any lot if the heated area of the main structure shall be less than 2,000 square feet in the case of a one story dwelling, or less than 2,200 square feet, of which 1,100 square feet must be on the main level, in the case of a one and one-half or two story dwelling.

3. No cinder blocks may be used in the exposed exterior or the foundation of any dwelling or outbuilding erected on any lot.

4. No fence shall be erected or allowed to remain on any lot if any portion thereof shall extend in front of the rear building line of the main structure.

5. Notwithstanding any of the foregoing provisions, no dwelling, outbuilding, garage, storage building, fence, or other structure shall be erected on any lot, unless a complete set of the building plans and specifications thereof, including a site plan indicating placement on the lot, exterior building materials, and elevations be submitted to, and approved by the Declarant prior to the commencement of any construction. Any plans submitted to the Declarant and not expressly disapproved within thirty (30) days of their submission shall be deemed to be accepted by the Declarant.

001621

North Carolina - Guilford County
The certificate (s) of

058856

Dennis E. Boring

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

1 MISC DOCUMENTS
3 MISC DOC ADDN PGS
1 PROPRTE FEE

858856

\$6.00
\$6.00
\$0.00

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

BOOK: 4002
PAGE(S): 1621 TO 1624

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Marcelle Jewell
Assistant Register of Deeds

05/09/1995 12:07:11

The Declarant expressly reserves the right to nominate any agent for the purpose of the submission of building plans, and the approval thereof. All mail box posts must be of a type and style approved by Declarant.

6. No animals shall be kept or maintained on any lot herein restricted, except for household pets.

7. No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said property shall be used as a residence, either permanently or temporarily.

8. No billboards or signs shall be erected or allowed to remain on said property except for "For Sale" signs or "For Rent" signs which shall not exceed three (3) feet in length and two (2) feet in width and the subdivision entry signs (if any) to be erected by Declarant on Lots 13 and 14 of the above described Lots. In the event that subdivision entry signs are erected on Lots 13 and 14 the owners of said lots shall keep the vicinity of said entry signs in a neat and tidy condition and shall not cause said signs to be concealed from public view.

9. Any motor home, trailer, or boat, or any other type of recreational vehicle must be parked in the rear of any residence in the subdivision, and cannot be parked or placed on or in any street, or in any side yard or drive or driveway located in any side yard of any lot; provided, further, no motor, trailer, boat, mobile home, or modular home shall be used as a residence either permanently or temporarily. Notwithstanding the foregoing restriction nothing herein shall prohibit the Declarant from using a mobile sales office during the entire period within which the lots in this subdivision are being sold and/or houses are being constructed on the said lots by Declarant.

10. Declarant does hereby reserve unto itself, and its successors and assigns, an easement of 10 feet in width immediately adjacent to, and behind the sight easements located on Lots 13 and 14 for the placement and maintenance of brick signs advertising the name of the subdivision.

11. Declarant does hereby reserve unto itself, and its successors and assigns, in addition to such easements as appear on any recorded plat of subdivision, an easement of 5 feet in width adjacent to all interior lot lines for the purpose of dedication to public use for drainage and/or utilities purpose.

12. The invalidation of any one or more of the foregoing

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covenants and restrictions by judgment, court order, or otherwise, shall not in any way affect any of the remaining covenants and restrictions, which shall remain in full force and effect.

13. No lots shall be used in whole or in part for the dumping or storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any substance, thing or material be kept on any lot which will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.

14. No satellite dishes are permitted except for satellite dishes of 18 inches or less in diameter which shall be permitted.

15. 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 these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each 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.

16. Minor violations of these restrictions may be waived or released in whole or in part at any time by the approval of the Declarant.

17. It is anticipated the Declarant will ultimately sell all the lots in the subdivision and that the common areas of River Oaks shall be governed by the River Oaks Homeowner's Association so as to maintain the quality of the subdivision. The River Oaks Homeowner's Association shall be responsible for the upkeep of the subdivision signs and common area after 50% of the lots in a section are sold. All lot owners shall be members of the River Oaks Homeowner's Association and shall be subject to the rules and regulations thereof, except that the Declarant may withdraw from said Association at any time at its sole election and shall not be subject to any assessments thereof without its consent.

IN WITNESS WHEREOF, OAK RIDGE DEVELOPERS, II, a North Carolina General Partnership, has caused this instrument to be executed this 28th day of April, 1995.

OAK RIDGE DEVELOPERS, II a North
Carolina General Partnership

BY: *R. Keith Lupton* (SEAL)
GENERAL PARTNER

011623

STATE OF NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that R. KEITH PEEPLES, General Partner of OAK RIDGE DEVELOPERS, II, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

Witness my hand and notarial seal this 28th day of April, 1995.

Dennis E. Boring

NOTARY PUBLIC
Dennis E. Boring

My Commission Expires:

July 5, 1998



001624

P.L. King

Drafted by Dennis E. Boring

STATE OF NORTH CAROLINA

ADDITIONAL RESTRICTIONS FOR LOTS
7-13 IN RIVER OAKS SUBDIVISION

GUILFORD COUNTY

26 THIS MODIFICATION OF RESTRICTIVE COVENANTS Made this
th day of February, 1996, by OAK RIDGE DEVELOPERS, II, a
North Carolina General Partnership, hereinafter called "Developer".

W I T N E S S E T H:

THAT WHEREAS Oak Ridge Developers, II, is the Declarant in certain restrictions set out in Deed Book 4302, Page 1621, in the Office of the Register of Deeds of Guilford County, North Carolina, said restrictions being for the benefit of the Lots in Phase One, Sections One and Two of River Oaks Subdivision as shown on the plats thereof recorded in Plat Book 116, Pages 22 and Plat Book 116, Page 23, in the Office of the Register of Deeds of Guilford County, North Carolina; and

WHEREAS a fence has been erected along the lines of Lots 7 through 13, both inclusive, where said lots border the right of way of Highway 68; and

WHEREAS it is desirable that said fence be maintained for the benefit of the aforesaid subdivision and particularly for the lots which border the Highway right of way;

NOW, THEREFORE, Oak Ridge Developers, II, does hereby covenant and agree that Lots 7 through 13, both inclusive, of the River Oaks Subdivision as shown on the plats thereof recorded in Plat Book 116, Pages 22 and Plat Book 116, Page 23, in the Office of the Register of Deeds of Guilford County, North Carolina, shall be and they are hereby subject to the following additional Restrictive Covenants running with the land as to the use thereof and by whomsoever owned:

1. The owners of the said Lots 7 through 13, both inclusive, shall be responsible for the maintenance of the fence between their lots and the right of way of Highway 68. The costs of such maintenance shall be divided prorata among said owners in the proportion the fence along their line bears to the total length of the fence along the said lot lines.

2. In the event the fence is damaged the owner of the lot adjoining the damaged area shall have the damaged area adjoining his lot repaired, or have contracted for said repair, within 30 days.

3. In the event the fence is not repaired as required herein or is not maintained as required herein, thence and in that event either the Developer or the River Oaks Homeowners Association may elect to make such repairs or perform such maintenance and the

001887

North Carolina - Guilford County
The certificate (s) of

John F. Harris

Dennis E. Boring

Kimberly D. Angell

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

Patricia B. Summers
Assistant/Deputy Register of Deeds

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
MAR 1 1996

03/28/1996
1 MISC DOCUMENTS 935311 \$6.00
3 MISC DOC ADDM PGS \$6.00
1 PROBATE FEE \$2.00

costs of the same may be taxed to the owners of the said lots and said costs may be treated by the party making such repairs or maintenance as a lien against said property in the same manner and to the same extent as the Homeowner Assessments set out in the By Laws of the Homeowners Association in Deed Book 4302, Page 1625, Guilford County Registry.

The undersigned owners of certain of the Lots on which these additional covenants are imposed join in the execution hereof for the purpose of indicating their consent to the imposition of these restrictions.

IN WITNESS WHEREOF the undersigned General Partner of Oak Ridge Developers, II has set his hand and seal as the act and deed of the Partnership, the day and year first above written.

OAK RIDGE DEVELOPERS, II
BY: R. Keith Peoples
General Partner

William Chaplin (SEAL)

Jaye S. Chaplin (SEAL)

Donald Wayne Lambert (SEAL)

Cornie Willett Lambert (SEAL)

STATE OF NORTH CAROLINA

GUILFORD COUNTY

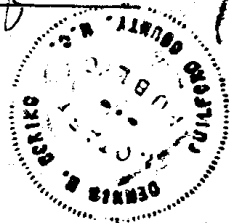
I, the undersigned, a Notary Public for said County and State, do hereby certify that R. KEITH PEEPLES, General Partner of OAK RIDGE DEVELOPERS, II, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

Witness my hand and notarial seal this 26 th day of February, 1996.

Dennis E. Boyd
NOTARY PUBLIC

My Commission Expires:

8/5/1998



001888

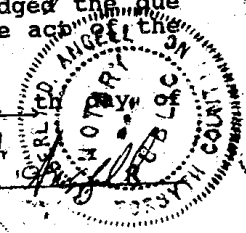
STATE OF NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that William Chaplin / William Chaplin personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

Witness my hand and notarial seal this 7 ~~February~~, 1996.
March

Kimberly D. Angell
NOTARY PUBLIC



My Commission Expires:

March 6, 1999

STATE OF NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that Faye Chaplin / Faye Chaplin personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

Witness my hand and notarial seal this 7 ~~February~~, 1996.
March

Kimberly D. Angell
NOTARY PUBLIC



My Commission Expires:

March 6, 1999

001889

STATE OF NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that CONRAD WAYNE Lambeth + Connie Willett Lambeth personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

Witness my hand and notarial seal this 22 th day of ~~February~~, 1996.

MARCH

JOHN F. HARRIS
NOTARY PUBLIC

John F. Harris

NOTARY PUBLIC

My Commission Expires: GUILFORD COUNTY, NC
Commission Expires June 29, 1997

6.29.97

068100

plus utms. Boring

NORTH CAROLINA

RESTRICTIVE COVENANTS

GUILFORD COUNTY

KNOW ALL MEN BY THESE PRESENTS that OAK RIDGE DEVELOPERS, II, a North Carolina General Partnership, hereinafter referred to as "Declarant", of Guilford County, North Carolina, does hereby covenant and agree that the lots described below located in Township, Guilford County, North Carolina, shall be and they are hereby subject to the following Restrictive Covenants running with the land as to the use thereof and by whomsoever owned. Said lots restricted being more particularly described as follows:

BEING ALL OF the Lots in Phase Two, Sections One and Two of River Oaks Subdivision as shown on the plats thereof recorded in Plat Book 121, at Pages 54 and 55, in the Office of the Register of Deeds of Guilford County, North Carolina.

The Restrictive Covenants hereby imposed are as follows:

1. Said lots shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except for one single family dwelling not to exceed two stories in height, and an attached garage for no less than two cars except as otherwise specifically approved in writing by Declarant. No garage shall be erected such that the entry doors of the same shall face the street. All driveways servicing any constructed single family dwelling shall be paved with concrete.

2. No dwelling shall be erected or allowed to remain on any lot if the heated area of the main structure shall be less than 2,200 square feet in the case of a one story dwelling, or less than 2,500 square feet, of which 1,100 square feet must be on the main level, in the case of a one and one-half or two story dwelling.

3. No cinder blocks may be used in the exposed exterior of the foundation of any dwelling or outbuilding erected on any lot. All exteriors will be at least 85 per cent brick, stone, stucco, or of such other masonry product as may be approved in writing by the Declarant. All dwellings shall have a roof pitch of at least 9/12 and have architectural type shingles.

4. No fence shall be erected or allowed to remain on any lot if any portion thereof shall extend in front of the rear building line of the main structure.

5. Notwithstanding any of the foregoing provisions, no dwelling, outbuilding, garage, storage building, fence, or other structure shall be erected on any lot, unless a complete set of the building plans and specifications thereof, including a site plan indicating placement on the lot, exterior building materials, and elevations be submitted to, and approved by the Declarant prior to the commencement of any construction. Any plans submitted to the Declarant and not expressly disapproved within thirty (30) days of

001605

North Carolina - Guilford County
The certificate (s) of

Dennis E. Boring

08/06/1996 968086 \$6.00
1 MISC DOCUMENTS \$6.00
3 MISC DOC ADDM PGS \$2.00
1 PROBATE FEE

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Margalle Fowler
Assistant/Deputy Register of Deeds

their submission shall be deemed to be accepted by the Declarant. The Declarant expressly reserves the right to nominate any agent for the purpose of the submission of building plans, and the approval thereof. All mail box posts must be Trotter Ridge Post and black box secured from Guilford Builders Supply.

6. No animals shall be kept or maintained on any lot herein restricted, except for household pets which shall be limited to two (2) dogs and two (2) cats.

7. No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said property shall be used as a residence, either permanently or temporarily.

8. No billboards or signs shall be erected or allowed to remain on said property except for "For Sale" signs or "For Rent" signs which shall not exceed three (3) feet in length and two (2) feet in width and the subdivision entry signs.

9. Any motor home, trailer, or boat, or any other type of recreational vehicle must be parked in the rear of any residence in the subdivision, and cannot be parked or placed on or in any street, or in any side yard or drive or driveway located in any side yard of any lot; provided, further, no motor, trailer, boat, mobile home, or modular home shall be used as a residence either permanently or temporarily. Notwithstanding the foregoing restriction nothing herein shall prohibit the Declarant from using a mobile sales office during the entire period within which the lots in this subdivision are being sold and/or houses are being constructed on the said lots by Declarant.

10. Declarant does hereby reserve unto itself, and its successors and assigns, in addition to such easements as appear on any recorded plat of subdivision, an easement of five (5) feet in width adjacent to all interior lot lines for the purpose of dedication to public use for drainage and/or utilities purpose.

11. The invalidation of any one or more of the foregoing covenants and restrictions by judgment, court order, or otherwise, shall not in any way affect any of the remaining covenants and restrictions, which shall remain in full force and effect.

12. No lots shall be used in whole or in part for the dumping or storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any substance, thing or material be kept on any lot which will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All lots shall be kept in a neat and tidy condition and shall be mowed at least three times each year, regardless of whether a home has been constructed thereon. In the event a lot has not been mowed at least three

1806

times by September 1 in any year, said lot may be mowed by the Homeowners Association and the expense thereof may be charged by the Homeowners Association to the lot owner and shall constitute a lien on said lot until paid.

13. No satellite dishes are permitted except for satellite dishes of 18 inches or less in diameter which shall be permitted.

14. 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 these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each 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.

15. Minor violations of these restrictions may be waived or released in whole or in part at any time by the approval of the Declarant.

16. The common areas of River Oaks shall be governed by the River Oaks Homeowner's Association so as to maintain the quality of the subdivision. The River Oaks Homeowner's Association shall be responsible for the upkeep of the subdivision signs and common area. All lot owners shall be members of the River Oaks Homeowner's Association and shall be subject to the rules and regulations thereof, except that the Declarant may withdraw from said Association at any time at its sole election and shall not be subject to any assessments thereof without its consent. All buyers will be assessed River Oaks Homeowner's Association dues at closing.

IN WITNESS WHEREOF, OAK RIDGE DEVELOPERS, II, a North Carolina General Partnership, has caused this instrument to be executed this 5 th day of August, 1996.

OAK RIDGE DEVELOPERS, II a North Carolina General Partnership

BY: R. Keith Ripstein (SEAL)
GENERAL PARTNER

001807

STATE OF NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that R. KEITH PEEPLES, General Partner of OAK RIDGE DEVELOPERS, II, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

Witness my hand and notarial seal this 5th th day of August, 1996.

Dennis E. Borig
NOTARY PUBLIC

My Commission Expires: Jul 5, 1998



001808

SIDE NO 37315 BK 4538 PG 0458

NORTH CAROLINA
GUILFORD COUNTY

RESTRICTIVE COVENANTS

221 C

KNOW ALL MEN BY THESE PRESENTS that OAK RIDGE DEVELOPERS, II, a North Carolina General Partnership, hereinafter referred to as "Declarant", of Guilford County, North Carolina, does hereby covenant and agree that the lots described below located in Township, Guilford County, North Carolina, shall be and they are hereby subject to the following Restrictive Covenants running with the land as to the use thereof and by whomsoever owned. Said lots restricted being more particularly described as follows:

BEING ALL OF the Lots in Phase Three, Maps 1, 2, and 3 of River Oaks Subdivision as shown on the plats thereof recorded in Plat Book 124, at Pages 78, 79, and 80, in the Office of the Register of Deeds of Guilford County, North Carolina.

The Restrictive Covenants hereby imposed are as follows:

1. Said lots shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except for one single family dwelling not to exceed two stories in height, and an attached garage for no less than two cars except as otherwise specifically approved in writing by Declarant. No garage shall be erected such that the entry doors of the same shall face the street. All driveways servicing any constructed single family dwelling shall be paved with concrete.
2. No dwelling shall be erected or allowed to remain on any lot if the heated area of the main structure shall be less than 2,200 square feet in the case of a one story dwelling, or less than 2,500 square feet, of which 1,100 square feet must be on the main level, in the case of a one and one-half or two story dwelling.
3. No cinder blocks may be used in the exposed exterior of the foundation of any dwelling or outbuilding erected on any lot. All exteriors will be at least 85 per cent brick, stone, stucco, or of such other masonry product as may be approved in writing by the Declarant. All dwellings shall have a roof pitch of at least 9/12 and have architectural type shingles.
4. No fence shall be erected or allowed to remain on any lot if any portion thereof shall extend in front of the rear building line of the main structure.
5. Notwithstanding any of the foregoing provisions, no dwelling, outbuilding, garage, storage building, fence, or other structure shall be erected on any lot, unless a complete set of the building plans and specifications thereof, including a site plan indicating placement on the lot, exterior building materials, and

000458

North Carolina - Guilford County

The certificate (s) of _____
Kary A. Collins

037315

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

BOOK: 4538
PAGE(S): 0458 TO 0461

05/13/1997
1 MISC DOCUMENTS 37315 \$6.00
3 MISC DOC BOOK PGS \$6.00
1 PROBATE FEE \$2.00

KATHERINE LEE PAYNE REGISTER OF DEEDS
Stephanie Wilson
Assistant/Deputy Register of Deeds

05/13/1997 16:56:04

elevations be submitted to, and approved by the Declarant prior to the commencement of any construction. Any plans submitted to the Declarant and not expressly disapproved within thirty (30) days of their submission shall be deemed to be accepted by the Declarant. The Declarant expressly reserves the right to nominate any agent for the purpose of the submission of building plans, and the approval thereof. All mail box posts must be Trotter Ridge Post and black box secured from Guilford Builders Supply.

6. No animals shall be kept or maintained on any lot herein restricted, except for household pets which shall be limited to two (2) dogs and two (2) cats.

7. No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said property shall be used as a residence, either permanently or temporarily.

8. No billboards or signs shall be erected or allowed to remain on said property except for "For Sale" signs or "For Rent" signs which shall not exceed three (3) feet in length and two (2) feet in width and the subdivision entry signs.

9. Any motor home, trailer, or boat, or any other type of recreational vehicle must be parked in the rear of any residence in the subdivision, and cannot be parked or placed on or in any street, or in any side yard or drive or driveway located in any side yard of any lot; provided, further, no motor, trailer, boat, mobile home, or modular home shall be used as a residence either permanently or temporarily. Notwithstanding the foregoing restriction nothing herein shall prohibit the Declarant from using a mobile sales office during the entire period within which the lots in this subdivision are being sold and/or houses are being constructed on the said lots by Declarant.

10. Declarant does hereby reserve unto itself, and its successors and assigns, in addition to such easements as appear on any recorded plat of subdivision, an easement of ten (10) feet in width adjacent to all interior lot lines for the purpose of dedication to public use for drainage and/or utilities purpose.

11. The invalidation of any one or more of the foregoing covenants and restrictions by judgment, court order, or otherwise, shall not in any way affect any of the remaining covenants and restrictions, which shall remain in full force and effect.

12. No lots shall be used in whole or in part for the dumping or storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any substance, thing or material be kept on any lot which will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All lots shall be kept

000150

in a neat and tidy condition and shall be mowed at least three times each year, regardless of whether a home has been constructed thereon. In the event a lot has not been mowed at least three times by September 1 in any year, said lot may be mowed by the Homeowners Association and the expense thereof may be charged by the Homeowners Association to the lot owner and shall constitute a lien on said lot until paid.

13. No satellite dishes are permitted except for satellite dishes of 18 inches or less in diameter which shall be permitted.

14. 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 these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each 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.

15. Minor violations of these restrictions may be waived or released in whole or in part at any time by the approval of the Declarant.

16. The common areas of River Oaks shall be governed by the River Oaks Homeowner's Association so as to maintain the quality of the subdivision. The River Oaks Homeowner's Association shall be responsible for the upkeep of the subdivision signs and common area. All lot owners shall be members of the River Oaks Homeowner's Association and shall be subject to the rules and regulations thereof, except that the Declarant may withdraw from said Association at any time at its sole election and shall not be subject to any assessments thereof without its consent. All buyers will be assessed River Oaks Homeowner's Association dues at closing.

17.(a). The owners of Lots 17 through 26, both inclusive, shall be responsible for the maintenance of the fence between their lots and the right of way of Highway 68. The costs of such maintenance shall be divided prorata among said owners in the proportion the fence along their line bears to the total length of the fence along the said lot lines.

(b). In the event the fence is damaged the owner of the lot adjoining the damaged area shall have the damaged area adjoining his lot repaired, or have contracted for said repair, within 30 days.

(c). In the event the fence is not repaired as required herein or is not maintained as required herein, thence and in that event either the Developer or the River Oaks Homeowners Association may elect to make such repairs or perform such maintenance and the costs of the same may be taxed to the owners of the said lots and said costs may be treated by the party making such repairs or

094000

maintenance as a lien against said property in the same manner and to the same extent as the Homeowner Assessments set out in the By Laws of the Homeowners Association in Deed Book 4302, Page 1625, Guilford County Registry.

IN WITNESS WHEREOF, OAK RIDGE DEVELOPERS, II, a North Carolina General Partnership, has caused this instrument to be executed this 13 th day of May, 1997.

OAK RIDGE DEVELOPERS, II a North Carolina General Partnership

BY: J.R. Kellam (SEAL)
GENERAL PARTNER

STATE OF NORTH CAROLINA

GUILFORD COUNTY

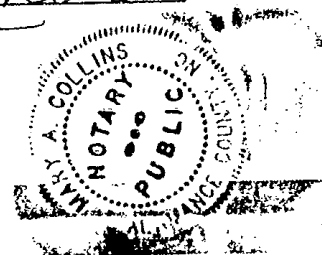
I, the undersigned, a Notary Public for Alamance County and the aforesaid State, do hereby certify that J. R. KELLAM, General Partner of OAK RIDGE DEVELOPERS, II, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

Witness my hand and notarial seal this 13th th day of May, 1997.

Mary A. Collins
NOTARY PUBLIC

My Commission Expires:

7/12/99



19400

P16-Bruf

SIDE NO 37562 BK 4538 PG 1083

NORTH CAROLINA

AMENDED RESTRICTIVE
COVENANTS ON RIVER OAKS
PHASE THREE

GUILFORD COUNTY

KNOW ALL MEN BY THESE PRESENTS that OAK RIDGE DEVELOPERS, II, a North Carolina General Partnership, hereinafter referred to as "Declarant", of Guilford County, North Carolina, does hereby covenant and agree that the lots described below located in Township, Guilford County, North Carolina, shall be and they are hereby subject to the following Restrictive Covenants running with the land as to the use thereof and by whomsoever owned. Said lots restricted being more particularly described as follows:

BEING ALL OF the Lots in Phase Three, Maps 1, 2, and 3 of River Oaks Subdivision as shown on the plats thereof recorded in Plat Book 124, at Pages 78, 79, and 80, in the Office of the Register of Deeds of Guilford County, North Carolina.

The Restrictive Covenants hereby imposed are as follows:

34

1. Said lots shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except for one single family dwelling not to exceed two stories in height, and an attached garage for no less than two cars except as otherwise specifically approved in writing by Declarant. No garage shall be erected such that the entry doors of the same shall face the street. All driveways servicing any constructed single family dwelling shall be paved with concrete.

2. No dwelling shall be erected or allowed to remain on any lot if the heated area of the main structure shall be less than 2,200 square feet in the case of a one story dwelling, or less than 2,500 square feet, of which 1,100 square feet must be on the main level, in the case of a one and one-half or two story dwelling.

3. No cinder blocks may be used in the exposed exterior of the foundation of any dwelling or outbuilding erected on any lot. All exteriors will be at least 85 per cent brick, stone, stucco, or of such other masonry product as may be approved in writing by the Declarant. All dwellings shall have a roof pitch of at least 9/12 and have architectural type shingles.

4. No fence shall be erected or allowed to remain on any lot if any portion thereof shall extend in front of the rear building line of the main structure.

5. Notwithstanding any of the foregoing provisions, no dwelling, outbuilding, garage, storage building, fence, or other structure shall be erected on any lot, unless a complete set of the building plans and specifications thereof, including a site plan indicating placement on the lot, exterior building materials, and elevations be submitted to, and approved by the Declarant prior to the commencement of any construction. Any plans submitted to the

001083

North Carolina - Guilford County
The certificate (s) of _____

037562 M

Demetrius E. Baumig

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

05/14/1997
1 MISC DOCUMENTS \$6.00
3 MISC DOC ADDM PGS \$6.00
1 PROBATE FEE \$2.00

37562

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

BOOK: 4538
PAGE(S): 1083 TO 1086

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Deborah A. Payne
Assistant/Deputy Register of Deeds

05/14/1997 14:36:26

Declarant and not expressly disapproved within thirty (30) days of their submission shall be deemed to be accepted by the Declarant. The Declarant expressly reserves the right to nominate any agent for the purpose of the submission of building plans, and the approval thereof. All mail box posts must be Trotter Ridge Post and black box secured from Guilford Builders Supply.

6. No animals shall be kept or maintained on any lot herein restricted, except for household pets which shall be limited to two (2) dogs and two (2) cats.

7. No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said property shall be used as a residence, either permanently or temporarily.

8. No billboards or signs shall be erected or allowed to remain on said property except for "For Sale" signs or "For Rent" signs which shall not exceed three (3) feet in length and two (2) feet in width and the subdivision entry signs.

9. Any motor home, trailer, or boat, or any other type of recreational vehicle must be parked in the rear of any residence in the subdivision, and cannot be parked or placed on or in any street, or in any side yard or drive or driveway located in any side yard of any lot; provided, further, no motor, trailer, boat, mobile home, or modular home shall be used as a residence either permanently or temporarily. Notwithstanding the foregoing restriction nothing herein shall prohibit the Declarant from using a mobile sales office during the entire period within which the lots in this subdivision are being sold and/or houses are being constructed on the said lots by Declarant.

10. Declarant does hereby reserve unto itself, and its successors and assigns, in addition to such easements as appear on any recorded plat of subdivision, an easement of five (5) feet in width adjacent to all interior lot lines for the purpose of dedication to public use for drainage and/or utilities purpose.

11. The invalidation of any one or more of the foregoing covenants and restrictions by judgment, court order, or otherwise, shall not in any way affect any of the remaining covenants and restrictions, which shall remain in full force and effect.

12. No lots shall be used in whole or in part for the dumping or storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any substance, thing or material be kept on any lot which will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All lots shall be kept in a neat and tidy condition and shall be mowed at least three times each year, regardless of whether a home has been constructed

001084

thereon. In the event a lot has not been mowed at least three times by September 1 in any year, said lot may be mowed by the Homeowners Association and the expense thereof may be charged by the Homeowners Association to the lot owner and shall constitute a lien on said lot until paid.

13. No satellite dishes are permitted except for satellite dishes of 18 inches or less in diameter which shall be permitted.

14. 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 these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each 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.

15. Minor violations of these restrictions may be waived or released in whole or in part at any time by the approval of the Declarant.

16. The common areas of River Oaks shall be governed by the River Oaks Homeowner's Association so as to maintain the quality of the subdivision. The River Oaks Homeowner's Association shall be responsible for the upkeep of the subdivision signs and common area. All lot owners shall be members of the River Oaks Homeowner's Association and shall be subject to the rules and regulations thereof, except that the Declarant may withdraw from said Association at any time at its sole election and shall not be subject to any assessments thereof without its consent. All buyers will be assessed River Oaks Homeowner's Association dues at closing.

17.(a). The Owners of Lots 17 through 26, both inclusive, shall be responsible for the maintenance of the fence between their lots and the right of way of Highway 68. The costs of such maintenance shall be divided prorata among said owners in the proportion the fence along their line bears to the total length of the fence along the said lots lines.

(b). In the event the fence is damaged the owner of the lot adjoining the damaged area shall have the damaged area adjoining his lot repaired, or have contracted for said repair, within 30 days.

(c). In the event the fence is not repaired as required herein or is not maintained as required herein, then and in that event either the Developer or the River Oaks Homeowners Association may elect to make such repairs or perform such maintenance and the costs of the same may be taxed to the owners of the said lots and said costs may be treated by the party making such repairs or maintenance as a lien against said property in the same manner and to the same extent as the Homeowner Assessments set out in the By

001085

Laws of the Homeowners Association in Deed Book 4302, Page 1625, Guilford County Registry.

18. Declarant does hereby reserve unto itself, and its successors and assigns, an easement of 20 feet in width immediately adjacent to, and behind the sight easements located on Lots 19 and 20 for the placement and maintenance of brick signs displaying the name of the subdivision. It is anticipated that the upkeep of the signs will ultimately be the responsibility of the Homeowners Association; however, the owners of lots 19 and 20 shall keep the vicinity of said entry signs in a neat and tidy condition and shall not in any manner cause said signs to be concealed from public view.

IN WITNESS WHEREOF, OAK RIDGE DEVELOPERS, II, a North Carolina General Partnership, has caused this instrument to be executed this 14 th day of May, 1997.

OAK RIDGE DEVELOPERS, II a North Carolina General Partnership
BY: R. Keith Pender (SEAL)
GENERAL PARTNER

001086

STATE OF NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that R. Keith Pender, General Partner of OAK RIDGE DEVELOPERS, II, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

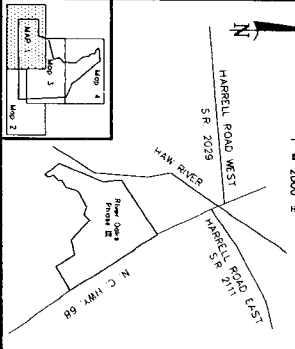
Witness my hand and notarial seal this 14 th day of May, 1997.

Dennis E. Boyce
NOTARY PUBLIC

My Commission Expires: July 5, 1997



VICINITY MAP
1" = 2000'



MAGNETIC DEPT. B. 3332, P.C. 251

This plot is subject to any and all easements, rights, and interests of record, and the owner hereby warrants that the same are as shown on this plat, which is subject to the inspection of the State of North Carolina.

Phase Three Total Plot Information

ZONING DISTRICT WITH PROPERTY	RS-40
ACREAGE IN TOTAL TRACT	24.24 AC.
ACREAGE IN PUBLIC OPENWAYS	15.988 AC.
TOTAL NUMBER OF LOTS PROPOSED	21
LINEAR FEET IN NEW STREETS	2,810 FT.
ACREAGE IN NEWLY DEDICATED P/W	6.292 AC.

The undersigned surveyor (registered) this plat and certify that the same are true and correct, and that the same are as shown on this plat, which is subject to the inspection of the State of North Carolina.



North Carolina Registered Professional Surveyor
L-2488
Surveyor
LARRY F. COLLIER, III
1000 W. 10th Street
Raleigh, NC 27603

Map One Plot Information

LINE	DIRECTION	DISTANCE	CHORD	BEARING
L1	N89°00'00"W	50.00'		
L2	N89°00'00"W	49.25'		
L3	S72°30'00"E	51.00'		
L4	S72°30'00"E	51.00'		
L5	N89°00'00"W	50.00'		
L6	N89°00'00"W	49.25'		
L7	S72°30'00"E	51.00'		
L8	S72°30'00"E	51.00'		
L9	N89°00'00"W	50.00'		
L10	N89°00'00"W	49.25'		
L11	S72°30'00"E	51.00'		
L12	S72°30'00"E	51.00'		
L13	N89°00'00"W	50.00'		
L14	N89°00'00"W	49.25'		
L15	S72°30'00"E	51.00'		
L16	S72°30'00"E	51.00'		
L17	N89°00'00"W	50.00'		
L18	N89°00'00"W	49.25'		
L19	S72°30'00"E	51.00'		
L20	S72°30'00"E	51.00'		
L21	N89°00'00"W	50.00'		
L22	N89°00'00"W	49.25'		
L23	S72°30'00"E	51.00'		
L24	S72°30'00"E	51.00'		
L25	N89°00'00"W	50.00'		
L26	N89°00'00"W	49.25'		
L27	S72°30'00"E	51.00'		
L28	S72°30'00"E	51.00'		
L29	N89°00'00"W	50.00'		
L30	N89°00'00"W	49.25'		
L31	S72°30'00"E	51.00'		
L32	S72°30'00"E	51.00'		
L33	N89°00'00"W	50.00'		
L34	N89°00'00"W	49.25'		
L35	S72°30'00"E	51.00'		
L36	S72°30'00"E	51.00'		
L37	N89°00'00"W	50.00'		
L38	N89°00'00"W	49.25'		
L39	S72°30'00"E	51.00'		
L40	S72°30'00"E	51.00'		
L41	N89°00'00"W	50.00'		
L42	N89°00'00"W	49.25'		
L43	S72°30'00"E	51.00'		
L44	S72°30'00"E	51.00'		
L45	N89°00'00"W	50.00'		
L46	N89°00'00"W	49.25'		
L47	S72°30'00"E	51.00'		
L48	S72°30'00"E	51.00'		
L49	N89°00'00"W	50.00'		
L50	N89°00'00"W	49.25'		
L51	S72°30'00"E	51.00'		
L52	S72°30'00"E	51.00'		
L53	N89°00'00"W	50.00'		
L54	N89°00'00"W	49.25'		
L55	S72°30'00"E	51.00'		
L56	S72°30'00"E	51.00'		
L57	N89°00'00"W	50.00'		
L58	N89°00'00"W	49.25'		
L59	S72°30'00"E	51.00'		
L60	S72°30'00"E	51.00'		
L61	N89°00'00"W	50.00'		
L62	N89°00'00"W	49.25'		
L63	S72°30'00"E	51.00'		
L64	S72°30'00"E	51.00'		
L65	N89°00'00"W	50.00'		
L66	N89°00'00"W	49.25'		
L67	S72°30'00"E	51.00'		
L68	S72°30'00"E	51.00'		
L69	N89°00'00"W	50.00'		
L70	N89°00'00"W	49.25'		
L71	S72°30'00"E	51.00'		
L72	S72°30'00"E	51.00'		
L73	N89°00'00"W	50.00'		
L74	N89°00'00"W	49.25'		
L75	S72°30'00"E	51.00'		
L76	S72°30'00"E	51.00'		
L77	N89°00'00"W	50.00'		
L78	N89°00'00"W	49.25'		
L79	S72°30'00"E	51.00'		
L80	S72°30'00"E	51.00'		
L81	N89°00'00"W	50.00'		
L82	N89°00'00"W	49.25'		
L83	S72°30'00"E	51.00'		
L84	S72°30'00"E	51.00'		
L85	N89°00'00"W	50.00'		
L86	N89°00'00"W	49.25'		
L87	S72°30'00"E	51.00'		
L88	S72°30'00"E	51.00'		
L89	N89°00'00"W	50.00'		
L90	N89°00'00"W	49.25'		
L91	S72°30'00"E	51.00'		
L92	S72°30'00"E	51.00'		
L93	N89°00'00"W	50.00'		
L94	N89°00'00"W	49.25'		
L95	S72°30'00"E	51.00'		
L96	S72°30'00"E	51.00'		
L97	N89°00'00"W	50.00'		
L98	N89°00'00"W	49.25'		
L99	S72°30'00"E	51.00'		
L100	S72°30'00"E	51.00'		

Notes

1. 18' & 24' ROPS'S SHOWN IN AS-BUILT POSITION.
2. ALL POINTS ARE NIP'S UNLESS OTHERWISE NOTED.

Map One Plot Information

ZONING DISTRICT WITH PROPERTY	RS-40
ACREAGE IN TOTAL TRACT	19.28 AC.
TOTAL NUMBER OF LOTS PROPOSED	N/A
LINEAR FEET IN NEW STREETS	1,883 FT.
ACREAGE IN NEWLY DEDICATED P/W	3,822 AC.

There is no right to build upon or otherwise improve any portion of the land shown on this plat, which is subject to the inspection of the State of North Carolina.

I, Larry F. Collier, III, Surveyor, certify that the survey shown on this plat creates a subdivision of land within the area of a County or Municipality that has an ordinance that regulates parcels of land. Witness my hand and official seal this 23rd day of April, 1997.

LARRY F. COLLIER, III
Surveyor
L-2488
1000 W. 10th Street
Raleigh, NC 27603

OKAYED AND REGISTERED BY
LARRY F. COLLIER, III
Surveyor
L-2488
1000 W. 10th Street
Raleigh, NC 27603

OKAYED AND REGISTERED BY
LARRY F. COLLIER, III
Surveyor
L-2488
1000 W. 10th Street
Raleigh, NC 27603

RIVER OAKS
PHASE THREE - MAP 1
BRING A PORTION OF TAX PARCEL 13,
BLOCK 1116, TAX MAP NO. A1-6-8-974
OAK RIDGE TOWNSHIP, CULLAPORT COUNTY, NORTH CAROLINA
APRIL 23rd, 1997
Scale: 1" = 100'
Ratio of Precision = 1:10,000+

Graphic Scale
0 50 100 200 300

OKAYED AND REGISTERED BY
LARRY F. COLLIER, III
Surveyor
L-2488
1000 W. 10th Street
Raleigh, NC 27603

OKAYED AND REGISTERED BY
LARRY F. COLLIER, III
Surveyor
L-2488
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LARRY F. COLLIER, III
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Raleigh, NC 27603

OKAYED AND REGISTERED BY
LARRY F. COLLIER, III
Surveyor
L-2488
1000 W. 10th Street
Raleigh, NC 27603

OKAYED AND REGISTERED BY
LARRY F. COLLIER, III
Surveyor
L-2488
1000 W. 10th Street
Raleigh, NC 27603

OKAYED AND REGISTERED BY
LARRY F. COLLIER, III
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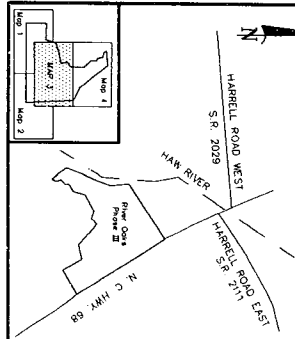
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L-2488
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VICINITY MAP
1" = 2000'

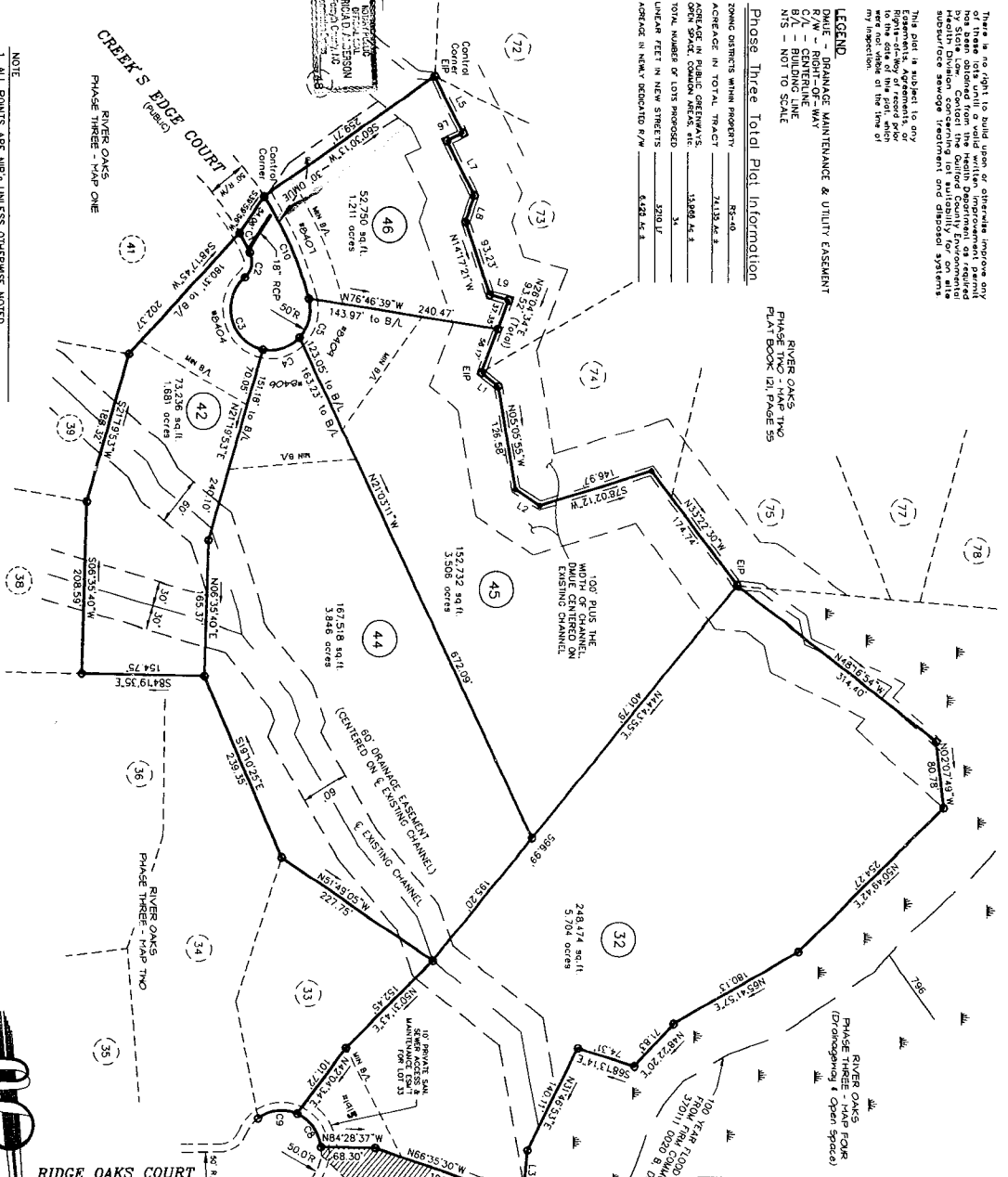


This is no right to build upon or otherwise improve any of these lots until a valid written improvement permit has been issued by the County Engineer. The County Engineer shall have the right to require the applicant to provide a bond in the amount of \$10,000.00 to secure the applicant's performance of the improvement project. The applicant shall be responsible for the cost of the improvement project. The applicant shall be responsible for the cost of the improvement project. The applicant shall be responsible for the cost of the improvement project.

LEGEND
 DMU - ORANGE MAINTENANCE & UTILITY EASEMENT
 C/W - CENTERLINE
 B/L - BUILDING LINE
 N/S - NOT TO SCALE

Phase Three Total Plat Information

ZONING DISTRICTS WITHIN PROPERTY	R-2-D
ACREAGE IN TOTAL TRACT	243.8 AC. ±
ACREAGE IN PUBLIC OPENINGS	13.888 AC. ±
OPEN SPACE COMMON AREAS, A/E	3A
TOTAL NUMBER OF LOTS PROPOSED	320/12
LINEAR FEET IN NEW STREETS	4,528 AC. ±
ACREAGE IN NEWLY REDEVLOPED R/W	N/A



NOTE
 1. ALL POINTS ARE NIP'S UNLESS OTHERWISE NOTED.
 2. 18" ROP SHOWN IN 74S-BUILT LOCATION PER NDOT REQUEST.

Map Three Plat Information

ZONING DISTRICTS WITHIN PROPERTY	R-2-D
ACREAGE IN TOTAL TRACT	178.6 AC. ±
ACREAGE IN PUBLIC OPENINGS	N/A
OPEN SPACE COMMON AREAS, A/E	N/A
TOTAL NUMBER OF LOTS PROPOSED	5
LINEAR FEET IN NEW STREETS	148
ACREAGE IN NEWLY REDEVLOPED R/W	N/A

I, Larry L. Colchon, certify that the survey shown on this plat creates a subdivision of land within the area of a County or Municipality that has an ordinance that requires a plat of land. Witness my hand and official seal this 25th day of April, 1997.

Larry L. Colchon
 REGISTERED LAND SURVEYOR - L-2499



Final Plat Of

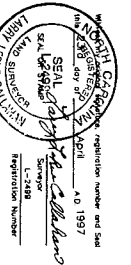
**RIVER OAKS
 PHASE THREE - MAP 3**

BRING A PORTION OF TAX PARCEL 13,
 BLOCK 1176, TAX MAP NO. ACL-6-874
 OAK RIDGE TOWNSHIP, CULLFORD COUNTY, NORTH CAROLINA
 APRIL 29th, 1997
 Rate of Precision = 1:10,000
 SCALE: 1" = 100'

Graphic Scale
 0 50 100 200 300

Prepared by
LARRY L. COLCHON SURVEYING CO., INC.
 836 East Mountain Street, Suite 1
 Oak Ridge, NC 27810
 TEL: (910) 888-5880
 FAX: (910) 888-8888

The undersigned surveyor (surveyor) has the honor and pleasure to certify that the survey shown on this plat creates a subdivision of land within the area of a County or Municipality that has an ordinance that requires a plat of land. Witness my hand and official seal this 25th day of April, 1997.



North Carolina
 State of North Carolina
 County of Johnston
 City of Raleigh
 I, Larry L. Colchon, certify that the survey shown on this plat creates a subdivision of land within the area of a County or Municipality that has an ordinance that requires a plat of land. Witness my hand and official seal this 25th day of April, 1997.

Approved by the Board of Commissioners of Cullford County, North Carolina, this 25th day of April, 1997.

Approved by the Board of Commissioners of Cullford County, North Carolina, this 25th day of April, 1997.

LINE	DIRECTION	DISTANCE
1	N82°32'00"W	56.50'
2	N107°00'00"E	60.70'
3	N107°00'00"E	60.70'
4	N107°24'30"W	66.41'
5	N27°00'00"W	72.50'
6	N27°00'00"W	72.50'
7	N27°00'00"W	72.50'
8	N27°00'00"W	72.50'
9	N70°00'00"W	24.69'

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**RIVER OAKS
 PHASE THREE - MAP 3**
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 OAK RIDGE TOWNSHIP, CULLFORD COUNTY, NORTH CAROLINA
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 TEL: (910) 888-5880
 FAX: (910) 888-8888

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SIDE 40 095074 4623 1490

NORTH CAROLINA
GUILFORD COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that OAK RIDGE DEVELOPERS, III, a North Carolina General Partnership, hereinafter referred to as "Declarant", of Guilford County, North Carolina, does hereby covenant and agree that the lots described below located in Township, Guilford County, North Carolina, shall be and they are hereby subject to the following Restrictive Covenants running with the land as to the use thereof and by whomsoever owned. Said lots restricted being more particularly described as follows:

BEING ALL OF the Lots in Phase Four, Map One, Map Two and Map Three, of River Oaks Subdivision as shown on the plats thereof recorded in Plat Book 127, at Pages 16, 17, and 18, in the Office of the Register of Deeds of Guilford County, North Carolina.

The Restrictive Covenants hereby imposed are as follows:

1. Said lots shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except for one single family dwelling not to exceed two stories in height, and an attached garage for no less than two cars except as otherwise specifically approved in writing by Declarant. No garage shall be erected such that the entry doors of the same shall face the street. All driveways servicing any constructed single family dwelling shall be paved with concrete.

2. No dwelling shall be erected or allowed to remain on any lot if the heated area of the main structure shall be less than 2,200 square feet in the case of a one story dwelling, or less than 2,500 square feet, of which 1,100 square feet must be on the main level, in the case of a one and one-half or two story dwelling.

3. No cinder blocks may be used in the exposed exterior of the foundation of any dwelling or outbuilding erected on any lot. All exteriors will be at least 85 per cent brick, stone, stucco, or of such other masonry product as may be approved in writing by the Declarant. All dwellings shall have a roof pitch of at least 9/12 and have architectural type shingles.

4. No fence shall be erected or allowed to remain on any lot if any portion thereof shall extend in front of the rear building line of the main structure. All fences must be of wood and be of a decorative type. In no event shall chain link fences be allowed.

5. Notwithstanding any of the foregoing provisions, no dwelling, outbuilding, garage, storage building, fence, or other structure shall be erected on any lot, unless a complete set of the building plans and specifications thereof, including a site plan indicating placement on the lot, exterior building materials, and elevations be submitted to, and approved prior to the commencement

061100

North Carolina - Guilford County
The certificate (s) of _____

095074

h

Dennis E. Boring

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

12/17/1997
1 MISC DOCUMENTS 95074 \$6.00
3 MISC DOC ADDM PGS \$6.00
1 PROBATE FEE \$2.00

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

BOOK: 4623
PAGE(S): 1490 TO 1493

KATHERINE LEE PAYNE, REGISTER OF DEEDS

12/17/1997 12:39:04

Patricia Summey
Assistant/Deputy Register of Deeds

of any construction thereon by either (a) the Declarant or (b) by the River Oaks Homeowners Association's Architectural Control Committee. Any plans so submitted and not expressly disapproved within thirty (30) days of their submission shall be deemed to be accepted. The Declarant expressly reserves the right to nominate any agent for the purpose of the submission of building plans, and the approval thereof and hereby appoints the River Oaks Homeowners Association's Architectural Control Committee as one such agent. All mail box posts must be Trotter Ridge Post and black box secured from Guilford Builders Supply. All garages, storage buildings, and other outbuildings must have an exterior substantially similar in appearance to the dwelling on the lot.

6. No animals shall be kept or maintained on any lot herein restricted, except for household pets which shall be limited to two (2) dogs and two (2) cats.

7. No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said property shall be used as a residence, either permanently or temporarily.

8. No billboards or signs shall be erected or allowed to remain on said property except for "For Sale" signs or "For Rent" signs which shall not exceed three (3) feet in length and two (2) feet in width and the subdivision entry signs.

9. Any motor home, trailer, or boat, or any other type of recreational vehicle must be parked in the rear of any residence in the subdivision, and cannot be parked or placed on or in any street, or in any side yard or drive or driveway located in any side yard of any lot; provided, further, no motor, trailer, boat, mobile home, or modular home shall be used as a residence either permanently or temporarily. Notwithstanding the foregoing restriction nothing herein shall prohibit the Declarant from using a mobile sales office during the entire period within which the lots in this subdivision are being sold and/or houses are being constructed on the said lots by Declarant.

10. Declarant does hereby reserve unto itself, and its successors and assigns, in addition to such easements as appear on any recorded plat of subdivision, an easement of five (5) feet in width adjacent to all interior lot lines for the purpose of dedication to public use for drainage and/or utilities purpose.

11. The invalidation of any one or more of the foregoing covenants and restrictions by judgment, court order, or otherwise, shall not in any way affect any of the remaining covenants and restrictions, which shall remain in full force and effect.

12. No lots shall be used in whole or in part for the dumping or storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the

164100

eye, nor shall any substance, thing or material be kept on any lot which will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All lots shall be kept in a neat and tidy condition and shall be mowed at least three times each year, regardless of whether a home has been constructed thereon. In the event a lot has not been mowed at least three times by September 1 in any year, said lot may be mowed by the Homeowners Association and the expense thereof may be charged by the Homeowners Association to the lot owner and shall constitute a lien on said lot until paid.

13. No satellite dishes are permitted except for satellite dishes of 18 inches or less in diameter which shall be permitted.

14. 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 these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each 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.

15. Minor violations of these restrictions may be waived or released in whole or in part at any time by the approval of the Declarant.

16. The common areas of River Oaks shall be governed by the River Oaks Homeowner's Association so as to maintain the quality of the subdivision. The River Oaks Homeowner's Association shall be responsible for the upkeep of the subdivision signs and common area. All lot owners shall be members of the River Oaks Homeowner's Association and shall be subject to the rules and regulations thereof, except that the Declarant may withdraw from said Association at any time at its sole election and shall not be subject to any assessments thereof without its consent. All buyers will be assessed River Oaks Homeowner's Association dues at closing.

IN WITNESS WHEREOF, OAK RIDGE DEVELOPERS, III, a North Carolina General Partnership, has caused this instrument to be executed this 17th day of December, 1997.

OAK RIDGE DEVELOPERS, III, a
North Carolina General
Partnership

BY: J. K. Kella (SEAL)
GENERAL PARTNER

001492

STATE OF NORTH CAROLINA

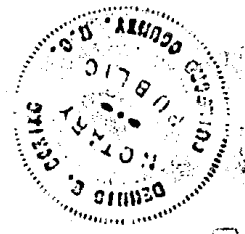
GUILFORD COUNTY

I, the undersigned, a Notary Public for said County and State, do hereby certify that J. R. Kellam, General Partner of OAK RIDGE DEVELOPERS, III, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and as the act of the partnership.

Witness my hand and notarial seal this 17 th day of December, 1997.

Dennis E. Craig
NOTARY PUBLIC

My Commission Expires: Jul 5, 1998



001493

