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NORTH CAROLINA  
WAKE COUNTYPRESENTED  
FOR  
REGISTRATION

AUG 11 4 50 PM '86

PREPARED BY:  
POYNER & SPRUILL, ATTS.  
P. O. BOX 10096  
Raleigh, N. C. 27605

THIS DECLARATION made this 9<sup>th</sup> day of August,  
1986, by MANCHESTER PROPERTIES, INC., a North Carolina Corporation,  
hereinafter called Declarant;

## W I T N E S S E T R:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

## ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

TRACT #1: Being all of Lots 27-40, inclusive according to plat entitled "Manchester, Phase II, Bartons Creek, Wake County, North Carolina", prepared by Kenneth Close, Inc., Land Surveying and recorded in Book of Maps 1986, page 766, Wake County Registry.

TRACT #2: Being all of Lots 41-70, inclusive according to plat entitled "Manchester, Phase III, Lots 41-70, Wake County, Bartons Creek Township", dated July 5, 1985, prepared by Kenneth Close, Inc., Land Surveying and recorded in Book of Maps 1986, page 631, Wake County Registry.

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No property other than that described above shall be deemed subject to the Declaration until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

## ARTICLE II

The lots described in Article I hereof shall be known and described as residential lots. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two stories in height (exclusive of basement and attic) and a private garage for not more than two cars. However, the Declarant reserves the right to erect and place a temporary sales office on any lot still owned by it and to be used only as a sales office for a period not to exceed four years.

## ARTICLE III

All dwellings constructed on lots in this subdivision shall have an enclosed area of the main structure, exclusive of one-story open porches and garages, of a least 1600 square feet for a one-story dwelling, and at least 1800 square feet for a dwelling having more than one story.

## ARTICLE IV

No dwelling shall be erected on any lot nearer to the front lot line than 40 feet, nor nearer to the side line than 10 feet; provided, however, that on corner lots the dwelling may face either street and may be located no nearer than 20 feet to one street if the same is at least 40 feet from the other street. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.

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## ARTICLE V

No dwelling shall be erected or placed on any lot having a width less than 75 feet at the minimum building setback line; nor shall any dwelling be erected or placed on any lot having an area of less than 40,000 square feet, except that a dwelling may be erected or placed on all lots as shown on said recorded plat, regardless of width at the minimum building setback line or area in square feet.

## ARTICLE VI

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories may be stored upon the premises and no trucks, tractors, or inoperable automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. Except with the prior approval of Declarant or the Architectural Committee, no communication tower, television tower or satellite dish shall be erected or placed upon any lot.

## ARTICLE VII

No trailer (except recreational vehicles and boats which are parked behind the dwelling), tent, shack, or barn shall be erected or placed on any lot covered by these covenants. A storage shed may be permitted at the rear of each lot upon approval of the Architectural Committee after the plans and specifications or a photograph and a plot plan showing the proposed location have been submitted for approval.

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## ARTICLE VIII

An easement is reserved over the rear 5 feet of each lot and over a strip 5 feet in width along the side lines of each lot for the installment of utilities and drainage facilities.

## ARTICLE IX

In the event that the dwelling is constructed nearer to the adjacent lot line than is permitted by these restrictive covenants, but not nearer than 5 feet to such line, such violation may be waived by the execution and recording in the Wake County Registry of an instrument in writing signed by the Declarant, and by the owners of the adjacent lot on the side on which the violation occurs. Declarant reserves the right to waive minor violations of the front and side street lot line setback requirements. Violations not in excess of 10% of the minimum shall be deemed minor. Upon the execution and recording of such waiver or waivers, such violations shall not thereafter be deemed existing.

## ARTICLE X

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

## ARTICLE XI

No lot or portion thereof shall be dedicated or used for a public street without the written consent of the Declarant, its successors or assigns.

## ARTICLE XII

No fence, wall, hedge, or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot.

ARTICLE XIII

ARCHITECTURAL APPROVAL. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications and plat showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the development, as to location of the building with respect to typography and finished ground elevation, and as to finished living area, by Declarant or by an architectural committee (the Architectural Committee) designated and appointed by Declarant or its assigns. In the event Declarant or said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Declarant and members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE XIV

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XV

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

ARTICLE XVI

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a

period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in full or in part.

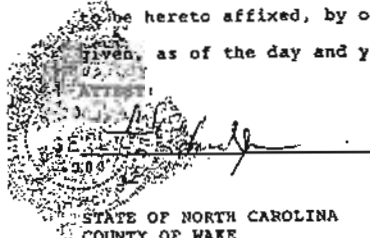
ARTICLE XVII

Declarant reserves the right to subject said property to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by Owner of each lot.

IN TESTIMONY WHEREOF, Manchester Properties, Inc. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereto affixed, by order of its Board of Directors duly given, as of the day and year first above written.

MANCHESTER PROPERTIES, INC.

By William L. Benson, Jr. PRESIDENT



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

This 24 day of August, 1986, personally came before me, Beraldine J. Kelly, a Notary Public in and for the County and State aforesaid, William L. Benson, Jr. who being by me duly sworn says that he is the President of Manchester Properties, Inc., that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said Corporation, by its authority duly given. And the said William L. Benson, Jr. acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this 24 day of August, 1986

Beraldine J. Kelly  
NOTARY PUBLIC  
My Commission 8/5/80 NORTH CAROLINA - WAKE COUNTY  
The foregoing certificate of Beraldine J. Kelly