

BK7280PG0078

PRESENTED
FOR
REGISTRATION

1

PREPARED BY & MAIL TO:
(ERS)

Wyrick, Robbins, Yates & Ponton L.L.P.

Post Office Box 000652
Drawer 17803
Raleigh, NC 27619

96 DEC 30 PM 2:22

LAND SURVEYING
REGISTERED
WAKE COUNTY

NORTH CAROLINA
WAKE COUNTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LOTS 1, 46, 47 and 92,
PHASE I, NEUSE RIDGE SUBDIVISION AS
RECORDED IN BOOK OF MAPS 1996,
PAGE 1735 WAKE COUNTY REGISTRY.

THIS DECLARATION, made this 15th day of December, 1996, by
AMERIMANN PARTNERS II, L.L.C., a North Carolina limited liability
company (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant hereby declares that the following
described real property located in Wake County, North Carolina
(hereinafter referred to individually as a "Lot" and jointly as
the "Lots"), is and shall be held, transferred, sold and conveyed
subject to the restrictive covenants hereinafter set forth:

Being all of Lots 1, 46, 47 and 92 of Neuse Ridge
Subdivision, Phase I, according to a map dated September 23,
1996, prepared by Harold "Todd" Smith, Land Surveying,
recorded in Book of Maps 1996, Page 1735, Wake County
Registry.

WHEREAS, the restrictive covenants hereinafter set forth
shall run with the Lots and be binding on all parties having any
right, title or interest therein, their heirs, successors and
assigns and shall inure to the benefit of each owner thereof.

1. PREAMBLE: The Lots are hereby made subject to the
covenants and restrictions contained herein for the purpose of
insuring the most appropriate development and improvement of each
Lot; to protect the Lot owners against such improper use of
nearby Lots as would depreciate the value of the property of
each; to preserve, insofar as practicable, the natural beauty of
the Lots; to guard against the erection thereon of poorly
designed or proportioned structures and structures built of
improper or unsuitable materials; to encourage and secure the
erection of attractive homes thereon, with appropriate locations
thereof on the Lots; to secure and maintain proper setbacks from
streets, and adequate free spaces between structures; and in
general to provide for a high quality of improvement.

2. LAND USE AND BUILDING TYPE: Each Lot shall be used for
residential purposes only, except that nothing herein shall
preclude the use of any lot as the well site for a community

water system or for use in providing a recreational area for the individual lot owners as a group. No structures shall be erected or allowed to remain on any Lot except one detached, single Dwelling Unit not exceeding two stories and an attic (finished or unfinished) in height, a basement (finished or unfinished), a garage for not more than three cars (which may include guest or employee quarters) and appropriate outbuildings incident to the residential use of the premises. Mobile homes, manufactured housing or any factory built modular housing is expressly prohibited.

3. GARAGES AND PARKING: Each Dwelling Unit may have but is not obligated to contain an enclosed garage with adequate space for at least one, but not more than three, full-size automobiles. In addition, each Lot shall contain sufficient off-street parking space for at least one automobile.

4. LEASE OF PORTION OF DWELLING UNIT: An owner may rent or lease his or her entire Dwelling Unit, but no portion of a Dwelling Unit shall be rented or leased nor may any other building located on a Lot be rented or leased separately from the Dwelling Unit.

5. RESUBDIVISION OF LOTS: No Lot shall be resubdivided except with the written consent of the Declarant. Such written consent shall not be required after January 1, 2011.

6. NUISANCES: No portion of a Lot shall be used for business, manufacturing or commercial purposes, nor shall any animals, fowl or merchandise be kept or allowed to remain on a Lot for commercial purposes, and no animals other than household pets shall be kept or allowed to remain on a Lot for any purpose, nor shall anything be done on a Lot which is a nuisance or any annoyance to the community. Each Lot owner shall maintain his or her buildings, improvements, landscaping and grounds in a safe, clean and orderly condition.

7. DWELLING SIZE: No dwelling shall be erected or allowed to remain on a Lot unless the heated interior floor area of the main structure, exclusive of one-story open porches, breeze-ways, steps, basements and garages, shall be greater than 1,000 feet for a one story dwelling or split level dwelling, or 1,200 square feet for a two story dwelling.

8. ARCHITECTURAL CONTROL: The Architectural Control Committee (Architectural Committee) is composed of Charles R. Manning, III, who may designate representative(s) to act for him. Neither Mr. Manning nor his designated representative(s) shall be entitled to any compensation for services performed pursuant to this covenant. No building, fence, swimming pool, or any other structure shall be erected, placed, or altered on any Lot until the completed building plans, specifications, and plat showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing

improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by the Architectural Committee. Only Dwelling Units and other improvements which have been approved in writing by the Architectural Committee prior to commencing clearing, grading, or construction of any kind on a Lot will be permitted. All improvements shall comply with the plans as presented unless changes are approved in writing by the Architectural Committee. No flat roofs will be permitted without the written permission of the Architectural Committee. All drives and walks must be paved with concrete, asphalt or brick. All Lots on which a Dwelling Unit is approved and built shall be landscaped in accordance with landscaping plans approved by the Architectural Committee. Landscaping must be finished upon completion of the Dwelling Unit. Total construction time from the date of final approval of the proposed construction plans to the completion of the Dwelling Unit ready for occupancy shall not exceed twelve (12) months. Any structure or facility for providing alternative sources of energy (such as solar, wind or bio-mass) or for television or other signal reception (such as antenna or satellite dish) shall be erected and maintained only with the prior written approval of the Architectural Committee. The written approval of the Architectural Committee shall also be required prior to erecting, placing or altering mail boxes, permanent signs, newspaper boxes and outdoor lighting upon any Lot. In the event said Architectural Committee fails to approve or disapprove such design or location within thirty days after said completed plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.

9. **BUILDING SETBACK:** No building shall be located on any lot nearer to the front line than twenty (20) feet or nearer to the side street than twenty (20) feet in the case of a corner lot. No building or garage shall be located nearer than seven and one-half (7.5) feet to an interior lot line. No other building shall be located nearer to the rear lot line than twenty (20) feet unless otherwise required by the City of Raleigh in the case of a perimeter Lot. No other permitted accessory building shall be nearer than 40 feet to the front lot line. For the purposes of this covenant, open decks, eaves, steps, open porches, chimneys and stoops shall not be considered a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive, in writing, any minor violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed 20% shall be considered a minor violation.

10. **UTILITIES:** All water, sewer, gas, electric, telephone, television and other utility lines and connections between the main utility lines and the Dwelling Unit and other structures located on each Lot shall be located underground and concealed so as not to be visible. Declarant reserves the right to subject

the real property described hereinabove to a contract with any private utility service provider if necessary, for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each lot and each lot owner agrees to pay their assessed charge for the provision of the utility services to the appropriate utility provider.

11. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved over the front ten (10) feet along the front property line, the side 7.5 feet along all interior property lines, and rear ten (10) feet along the rear property line of each of the Lots. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and the flow of water within the easement areas. The owner of each Lot lying within the easement areas as defined herein shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. Additionally any easements (except drainage easements) reserved on the record plat shall be for the benefit of the general public and/or all owners of lots within the subdivision, unless such easements are clearly labeled "private" on the record plat. If such easements as reserved on the recorded plat are labeled private, each lot owner shall maintain and be responsible for such private easements. All drainage easements are private unless otherwise noted on the record map.

12. **TEMPORARY STRUCTURES:** No structure of a temporary character shall be erected or allowed to remain on any Lot and no basement (unless said basement is part of a dwelling erected at the same time), tent, shack, garage, barn or other outbuilding erected on a Lot shall be used as a residence either permanently or temporarily. Neither shall any trailer, recreational vehicle, motor home, building material or non-operative motor vehicle be stored on any Lot, except as specifically approved by the Declarant.

13. **STREETS, FENCES, WALLS AND SIGNS:** No street shall be laid out or opened across or through any Lot. Fencing shall be allowed only where a specific purpose is served thereby and all fencing must be approved by the Architectural Committee. No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the Architectural Committee. No signs, other than those pertaining to the sale of real estate, shall be erected or allowed to remain on any Lot except with the written consent of the Architectural Committee.

14. **OUTDOOR STRUCTURES AND VEHICLES:** No outside clothes lines, motorcycles, supplies, tractors, boats, trucks (other than one pick-up truck rated one-half ton or less), trailers, vans (except one non-commercial van owned and operated on a regular

daily basis by the owner-occupants of the Lot and dwelling in question), campers or other equipment or vehicles, except for operative automobiles, shall be regularly parked or stored in any area on a Lot except inside an enclosed building, behind screening approved by the Architectural Committee, or as consented to in writing by the Architectural Committee. Non-operative vehicles must be stored in a completely enclosed building or removed from the premises within sixty (60) days after becoming non-operative, unless specifically approved by the Architectural Committee. Garbage and refuse containers, transformers, air conditioning and other mechanical equipment, including solar and other alternative energy devices approved by the Architectural Committee, shall be either concealed within a screen or integrated with the building design so as to be inconspicuous. All outdoor equipment and accessories on a Lot, such as play structures, benches, planters, sculpture, etc. shall be concealed by approved screening or approved in writing as compatible and harmonious with the surroundings by the Architectural Committee.

15. APPEARANCE. Each owner shall keep his lot free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his lot as above provided, in the opinion and sole discretion of the Architectural Committee, then Architectural Committee may have the required work done and the costs thus incurred shall be paid by the owner.

16. ANIMALS. No animals, livestock or poultry of any kind, other than house pets, shall be kept or maintained on any lot. Dogs, cats or other household pets may be kept upon any lot provided that they are not kept, bred or maintained for commercial purposes.

17. APPLICATION OF RESTRICTIONS: The foregoing covenants and restrictions shall apply only to the Lots and nothing contained herein shall preclude the Architectural Committee from altering the size or direction of frontage of any property other than the Lots, or the location of any streets or roads other than portions of such streets or roads as abut the Lots.

18. WAIVER OF AND CONSENT TO VIOLATIONS: The Declarant may waive any violation of these restrictive covenants by an appropriate instrument in writing; provided, however, that if the violation occurs on any Lot or Lots which abuts a Lot or Lots which have been conveyed to a fee simple owner or owners of such contiguous Lot or Lots, the written waiver of such violation by such owner or owners shall also be obtained. The provisions of this paragraph shall not apply to paragraphs 4, 5, 8, 9, 12, 13, 14 and 16, where only the written consent of the Declarant shall be required.

19. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under

them for a period of thirty 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 whole or in part.

20. **ENFORCEMENT:** If there shall be any violation or attempt to violate any of the covenants or restrictions herein contained, either directly or indirectly, it shall be lawful for the owners of any portion of said property, or any of said lots, to prosecute with any proceedings at law or in equity against the violator or the attempting violator, either to prevent such violation or attempt, or to recover damages of such violation. Nothing herein contained shall be considered from preventing the application of any remedies given by law against a nuisance, public, or private but the remedies herein contained shall be deemed to be in addition to any other remedies given by law.

No owner of any portion of said property or any portion of said lots shall directly or indirectly do or permit to be done on or in any portion of said property any act which is in violation of any law of the United States Government, the State of North Carolina, or any municipal or local ordinance having jurisdiction on said property.

21. **ASSIGNMENT AND TERMINATION OF RIGHTS OF DECLARANT:** The Declarant shall have the right to assign its rights under this Declaration by instrument duly recorded in the Wake County Registry, in whole or in part, to any person or entity by an express transfer of such rights, including but not limited to the right to transfer its powers under paragraph 8 above to an Architectural Committee appointed by the Declarant. The rights of Declarant under this Declaration shall automatically terminate on January 1, 2011.

22. **SEVERABILITY:** If any paragraph, subdivisions of paragraphs, sentence, clause or phrase contained in this Declaration shall be held to be invalid by any court for any reason, the invalidation thereof shall not affect the validity of the other portions of the Declaration, it being the intent of the Declarant that the whole of said Declaration, with the exception of such invalidated portion or portions shall remain in full force and effect and Declarant hereby declare they would have executed this Declaration and each portion thereof, irrespective of the fact that any portion of it be declared invalid.

Provided further that a breach of any of the foregoing provisions, conditions, restrictions, or covenants, or any re-entry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any parcel thereon, but said provisions, conditions, restrictions and covenants, shall be binding upon and effective against the owners thereof, whose

BK7280PG0084

title thereto is required by foreclosure of any mortgage or deed of trust or otherwise.

23. AMENDMENT. These covenants, conditions and restrictions may be amended at any time by written instrument executed by at least seventy-five percent (75%) of the current lot owners of the subdivision. Any amendment must be duly recorded in the Wake County Registry to be effective.

24. ANNEXATION OF ADDITIONAL PROPERTIES. Declarant, its successors or assigns, without the consent of any Lot Owner reserves the right to annex any portion of additional property as described in a deed recorded in Deed Book 6954, Page 797, Wake County Registry, the description of which is incorporated herein by reference and subject this additional property to the terms and conditions of this Declaration. Provided, however, that said annexation shall occur by December 31, 2001.

25. DECLARATION RUNS WITH LAND. The provisions herein contained shall run with the land and bind the land included in said subdivision and shall inure to the benefit of and be enforceable by the Declarant or their nominees, their heirs, successors, and assigns.

26. CLUSTER UNIT NOTICE. The Lots are a part of a cluster unit development approved by the City of Raleigh in which residential density transfers are permitted; therefore, even though some Lots may appear to contain enough land area to construct additional dwelling units or create additional Lots, prior density transfers approved within the cluster unit development may, in fact, preclude City of Raleigh approval of additional dwellings or further subdividing of Lots.

3K7280PG0085

IN WITNESS WHEREOF, the Declarant has hereunto set their hands and seals, the day and year first above written.

AMERIMANN PARTNERS II, L.L.C. a North Carolina limited liability company (SEAL)

AMERIMANN PARTNERS, a North Carolina general partnership, its Manager

By: Charles R. Manning III (SEAL)
Charles R. Manning, III,
general partner

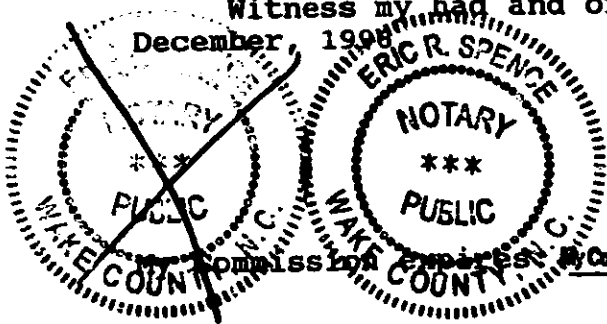
Charles R. Manning Jr. (SEAL)
Charles R. Manning, Jr.
general partner

NORTH CAROLINA

COUNTY OF WAKE

I, Eric R. Spence, a Notary Public of the County and State first above written, do hereby certify that Charles R. Manning, III and Charles R. Manning, Jr., General Partners of Amerimann Partners, a North Carolina general partnership, Manager of Amerimann Partners II, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal this 15th day of



Eric R. Spence
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Eric R. Spence

Notar(y)(ies) Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

LAURA M. RIDDICK, Register of Deeds

By Laura M. Riddick
Asst./Deputy Register of Deeds