

NORTH CAROLINA

BOOK 1849 PAGE 06

WAKE COUNTY

RESTRICTIVE COVENANTS, BUILDING
RESTRICTIONS AND RIGHTS-OF-WAY
for
IMPERIAL ESTATES

KNOW ALL MEN BY THESE PRESENTS that IMPERIAL REALTY, INC., a North Carolina corporation with its principal office and place of business in the City of Lexington, County of Davidson, State of North Carolina, does hereby covenant and agree with all persons, firms or corporations hereafter acquiring any of the property in the subdivision known as IMPERIAL ESTATES, St. Marys Township, Wake County, North Carolina, in manner and form as follows:

WITNESSETH:

That WHEREAS, IMPERIAL REALTY, INC., is the owner of all the lots shown upon a map or plat of "Imperial Estates", St. Marys Township, Wake County, North Carolina, by C. W. Russum, R. L. S., dated April, 1968, and recorded in Book of Maps 1968, Volume 1, Page 63, Office of Register of Deeds for Wake County; and WHEREAS all of said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of Imperial Realty, Inc. to convey said lots to persons who will erect thereon residences to be used for family purposes:

WHEREAS, it is the desire of Imperial Realty, Inc., to establish a general scheme or plan regarding the use and enjoyment of said lots in IMPERIAL ESTATES owned by them and to be conveyed to prospective purchasers and to restrict the use of the lots in said subdivision in a uniform manner and to put all persons on notice of such restrictions, as hereinafter set forth:

NOW, THEREFORE, IMPERIAL REALTY, INC., does hereby agree, publish and declare that all of the lots owned by them and shown upon a plat or map of IMPERIAL ESTATES, Recorded in Book of Maps 1968, Volume 1, Page 63, in the Office of the Register of Deeds for Wake County, North Carolina, as well as adjacent tracts now owned by them, which may be subsequently platted as additional sections to IMPERIAL ESTATES,

shall be subject to the restrictive covenants, building conditions and rights-of-way hereinafter set forth, which shall constitute covenants running with the land and do agree, publish and declare that deeds hereafter made by it for any of said lots shall be made subject to such restrictive covenants, building conditions and rights-of-way set out as follows:

1. This is a residential subdivision only. On all lots there shall be erected residential buildings only of standard construction of all new materials, and no other type of building shall be erected or allowed to remain on said lots except garages or carports for home use.
2. There shall be no house placed or permitted to remain on any lots less than 20,000 square feet minimum.
3. There shall be no house constructed in this subdivision having less than 850 square feet of floor space on the first floor. Said 850 feet does not include space used for or as carports, garages or porches. All frame buildings of any type must be constructed in a workmanlike manner and must be painted.
4. Cement blocks may be used in construction so long as any portion of said cement blocks in any way visible are painted. No building shall have imitation asphalt composition siding of any description in this subdivision, and all buildings therein shall be solidly underpinned, with the exception of standard openings for ventilators or ventilation.
5. No building shall be erected or allowed to remain on any residential lot in subdivision within thirty (30) feet of the front line or within fifteen (15) feet of any side line. With reference to corner lots, no dwelling shall be located nearer than twenty (20) feet from said property line.
6. There shall be no outside toilets in this subdivision.
7. There shall be no junk automobiles, junk of any sort, or salvage stored, placed or allowed to remain on or in any portion of this subdivision.
8. No structure of a temporary character shall be erected or allowed to remain on any lot and no trailer, basement (unless basement is a part of the house erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
10. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from April 19, 1968, after which time said covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

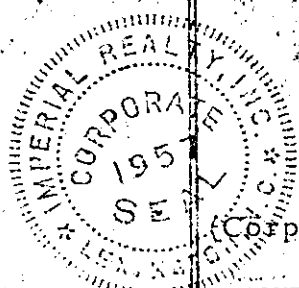
11. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, or Imperial Realty, Inc. shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The failure to enforce any right, reservation, restriction or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect enforcement.

The property recited herein is subject to rights of ways to Southern Bell Telephone and Telegraph Company, to Carolina Power and Light Company and other easements and rights of ways of record.

IN WITNESS WHEREOF, IMPERIAL REALTY, INC., has caused these presents to be signed in its corporate name by its President attested by its Secretary, and its corporate seal to be hereunto affixed, all by authority of its Board of Directors duly given, this the 14th day of April, 1968.

IMPERIAL REALTY, INC.

By Henry C. Miller, Jr.
President



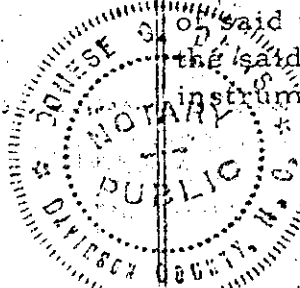
(Corporate Seal)

ATTEST:

Henry C. Miller, Jr.
Secretary

NORTH CAROLINA
DAVIDSON COUNTY

This 14th day of April, 1968, personally came before me Henry C. Miller, Jr., Notary Public for said County, H. W. McCurdy, who being by me duly sworn says that he knows the common seal of the Imperial Realty, Inc., and is acquainted with Henry C. Miller, Jr. who is the President and presiding member of said Corporation; and that he, the said H. W. McCurdy, is the Secretary of the said Corporation and saw the said President sign the foregoing instrument and saw the said common seal of said Corporation affixed to said instrument by said President, and that he, the said Secretary as aforesaid, signed his name in attestation of said instrument in the presence of said President of said Corporation.



Let the instrument with the certificate be registered.

Henry C. Miller, Jr.
Notary Public

My Commission Expires: April 15, 1969

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Donese G. Davis

() certified to be correct. This instrument was presented for registration and recorded in this office in Book 1849 Page 06.
This 14th day of Nov., 1968, at 2:15 o'clock P. M.

J. A. ROWLAND, Register of Deeds.

By J. F. Greene
Deputy Register of Deeds