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FOR
REGISTRATION

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NORTH CAROLINA,

WAKE COUNTY.

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

PROTECTIVE COVENANTS

THIS DECLARATION, Made this 22nd day of August, 1996, by
WESTBOROUGH DEVELOPMENT, INC., a North Carolina corporation with
its principal office in Wake County, North Carolina, hereinafter
called Declarant:

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property
described in Article I of this Declaration and is desirous of sub-
jecting said real property to the protective covenants hereinafter
set forth, each and all of which is and are for 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 the Articles of this Declaration is located in the County of
Wake, State of North Carolina, and is more particularly described
as follows:

Being all of Lots 1 through 20, inclusive, Lots
156 and 156-A, Lot 162, Lots 179 through Lot 182,
inclusive, Lots 189 and 190, and Lots 193 through
Lot 204, inclusive, as the same are shown on a map
of WESTBOROUGH, PHASE ONE, recorded in Book of Maps
1996 at Page 1193 of the Wake County Registry.

The real property described in Article I hereof is subjected
to the protective covenants and restrictions hereby declared to
insure the best use and the most appropriate development and improve-
ment of each lot thereof; to protect the owners of lots against
such improper use of surrounding lots as will depreciate the value
of their property; to preserve, so far as practicable, the natural
beauty of said property; to guard against the erection thereon of
poorly designed or proportioned structures, and structures built
of improper or unsuitable materials; to obtain harmonious color
schemes; to insure the highest and best development of said property;

to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE III

SITE AND PLAN APPROVAL. No building, fence, swimming pool, outbuilding, storage shed, gazebo, pier or any other structure shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot 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 developer. In the event said developer fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted, or in any event, if no suit to enjoin the erection of such improvements 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.

ARTICLE IV

DWELLING SIZE. Except with the prior written approval of the developer, no single-story residential structure which has a ground area of less than 1000 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot; and no residential structure of more than one story, including "split level" structures which has a total area of less than 1300 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot unless the setback agrees with the distances shown on the recorded plat. For the purposes of this covenant, eaves, steps, chimneys

and porches 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 minor violations. A minor violation is deemed to be a 10% or less deviation from the requirements established herein.

ARTICLE VI

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than the square footage permitted by the City of Raleigh for a single family building unit in this zoning classification.

ARTICLE VII

ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on the subject lots, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and further provided that they do not constitute a nuisance or annoyance to the neighborhood.

ARTICLE VIII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distance on recorded plat, in which case the plat shall control. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IX

NUISANCES. 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 signs or billboards shall be erected or maintained on the premises. No trade materials or inventories 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.

ARTICLE X

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding, except a private garage for not more than two cars, shall be used on any lot at any time as a residence, either temporarily or permanently. Except with the prior consent of the developer, no detached garage shall be used on any lot at any time for human habitation, either temporarily or permanently.

ARTICLE XI

FENCES. No fence, wall, hedge, gardens or mass planting shall be permitted to extend beyond the minimum building setback line established herein and specifically beyond that portion of the lot between the line of the back of the dwelling (extended from side lot line to side lot line), and the street upon which the subject dwelling fronts, except upon approval by the developer.

ARTICLE XII

APPEARANCE. Each owner shall keep his building site 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 building site as above provided, in the opinion of the developer, then Declarant may have the required work done and the costs thus incurred shall be paid by the owner.

ARTICLE XIII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development.

ARTICLE XIV

POWER EASEMENTS. Declarant reserves the right to subject said real 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 the owner of each lot.

ARTICLE XV

SATELLITE DISHES. No satellite dishes or television radio antennas (commonly referred to as satellite dishes) may be placed or erected on any lot covered by these covenants, either on a temporary or permanent basis unless approved by the developer.

ARTICLE XVI

TERM. These covenants shall run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date of recordation, after which time said covenants shall automatically expire.

ARTICLE XVII

ENFORCEMENT. Enforcement 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. In addition to all other persons authorized to enforce these covenants, the developer, his successors or assigns, is expressly empowered to enforce any provisions contained herein.

ARTICLE XVIII

SEVERABILITY. Invalidity of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the Declarant has executed this instrument as by law provided, this the day and year first above written.

WESTBOROUGH DEVELOPMENT, INC.

ATTEST:

Myrtice B. Wilder
Secretary

By

[Signature]
President

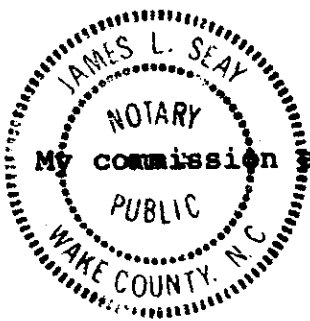


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NORTH CAROLINA,
WAKE COUNTY.

I, the undersigned Notary Public, hereby certify that Myrtice B. Wilder personally came before me this day and acknowledged that she is Secretary of Westborough Development, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Secretary.

Witness my hand and notarial seal this 26TH day of August, 1996.



James L. Seay
Notary Public

NORTH CAROLINA — WAKE COUNTY
The foregoing certificate ___ of ___

James L. Seay

Notary 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.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Reed
Asst./Deputy Register of Deeds