

PREPARED BY: Waverly F. Akins
MAIL TO: Barry D. Mann, Manning, Fulton & Skinner

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NORTH CAROLINA

WAKE COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION, made this 15th day of January,
1985 by DEXTRAX CLEANING SERVICES, INC., d/b/a DEXTRAX CORPORATION,
hereinafter called "Developer";

W I T N E S S E T H:

WHEREAS, the Developer 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 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 owners thereof.

NOW, THEREFORE, the Developer 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 Wake County, North
Carolina, and is more particularly described as follows:

"CHEEK PARK, Phase II, Lots 8 - 20 and Lots 26 - 43, Fuquay-
Varina, North Carolina as recorded in Book of Maps 1984, Page
1677, Wake County Registry.

PRESENTED
FOR
REGISTRATION
JAN 15 10 58 AM '85
WAKE COUNTY
REGISTERED

ARTICLE II

The real property described in Article I is subjected to the protective covenants and restrictions hereby declared to insure the best and most appropriate development and improvement of each lot thereof; to protect the owners of such lots against improper use of surrounding lots as will depreciate the value of their property; to preserve, as 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 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 improvements of lots; to secure and maintain proper setbacks from streets, and adequate free space between structures, and in general to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by the purchasers of lots therein.

ARTICLE III

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 attached or detached single family dwelling not to exceed two stories in height and a private garage for no more than two cars.

ARTICLE IV

BUILDING LOCATION. No building shall be erected, placed or altered on any premises in said development until the building plans

and plot showing the location of such buildings, have been approved in writing as to confirmity and harmony of external design with existing structures in the development by the developer.

ARTICLE V

DWELLING SIZE. Except with the prior written approval of the Developer, no dwelling shall be permitted on any lot which dwelling has a ground floor area of the main structure, exclusive of basement, porches, garages and storage area of less than 900 square feet for a one-story building nor of less than 400 square feet on the ground floor of a dwelling higher than one story.

ARTICLE VI

Set back requirements shall be governed by the Ordinances of the Town of Fuquay-Varina, North Carolina.

ARTICLE VII

EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, 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 of flow of drainage channels in the easement 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 VIII

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 a nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade material or inventory 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 an office for professional use, rooming house, antique or gift shop, beauty parlor or flower shop, shall be carried on upon any lot.

ARTICLE IX

TEMPORARY STRUCTURE. No trailer, tent, shack, barn or other out building shall be erected or placed on any lot.

ARTICLE X

FENCES. No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum building setback line.

ARTICLE XI

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any lot.

ARTICLE XII

PARKING. Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles. No automobiles without current license plates and inspection stickers shall be permitted to be parked in front of or on any lot.

ARTICLE XIII

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 15 years from the date these covenants are recorded, after which time said covenants shall be automatically extended

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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. Developer reserves the right, at any time, to appoint an Architectural Committee composed of three persons to enforce the articles of this covenant.

ARTICLE XIV

ENFORCEMENT. This shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

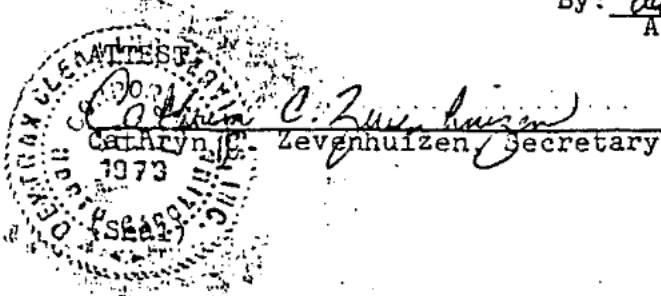
ARTICLE XV

SEVERABILITY. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no wise 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 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 TESTIMONY WHEREOF, the Developer has caused this instrument to be executed by its President, all as of the day and year first above written.

DEXTRAX CLEANING SERVICES, INC.
d/b/a DEXTRAX CORPORATION

By: Aat Zevenhuizen
Aat Zevenhuizen, President



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NORTH CAROLINA

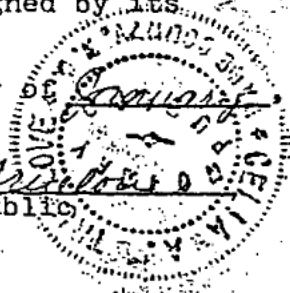
WAKE COUNTY

I, Celia A. Truelove, a Notary Public certify that Cathryn C. Zevenhuizen personally came before me this day and acknowledged that she is the Secretary of Dextrax Cleaning Services, Inc., d/b/a Dextrax Corporation, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed by its President and attested by her as its secretary.

Witness my hand and notarial seal this 15th day of August 1985.

My commission expires: 1-1-86

Celia A. Truelove
Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of _____

Celia A. Truelove

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.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Redd
Asst. Deputy Register of Deeds