

HOLD FOR: Michael G. Sandman

BK6532PG0275

PRESENTED  
FOR  
REGISTRATION

000369

95 MAY 19 PM 12:50

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

STONE MANOR  
PROTECTIVE COVENANTS  
KENNETH C. WILKINS  
REGISTER OF DEEDS  
WAKE COUNTY

THIS DECLARATION, made this 17 day of May, 1995, by  
S & W PROPERTIES, a North Carolina general partnership,  
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 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 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 65 inclusive, Stoney Manor Subdivision, as shown on map recorded in Book of Maps 1995, Page 322, 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 improvement 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 thereof 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 on lots to secure and maintain 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 purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lots shall be used except for residential purposes, 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 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 three cars.

ARTICLE III

SITE AND PLAN APPROVAL. No building, fence, swimming pool, 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, including furnished ground elevation, have been approved in writing by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. The Architectural Committee shall have sole discretion as to the location, design and color of any accessory building, including, but not limited to, storage buildings, greenhouses, playhouses, doghouses and dog runs, etc. Said location of any accessory building is to conform to the zoning restrictions by the governmental body having jurisdiction over the area and shall not be placed where it would become an eyesore to any adjoining property owner. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted, such approval will not be required and this covenant will be deemed to have been complied with. Members of such committee shall not be entitled to any compensation for service performed pursuant to this covenant.

#### ARTICLE IV

DWELLING SIZE AND DRIVEWAYS. Except with the prior written approval of the Architectural Committee, no residential structure which has an area of less than 1500 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot; and no split-level residential structure which has a living area of less than 1200 square feet, exclusive of basement or unfinished area shall be erected or placed or permitted to remain on any 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.

#### ARTICLE V

BUILDING LOCATION. Minimum building setback lines (front, rear and side) shall be in accordance with applicable zoning ordinances and the setbacks, if any, shown on any recorded plat of the real property.

#### ARTICLE VI

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having an area of less than 8,000 square feet. 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. No lot may be further subdivided for purposes of creating an additional building lot without the express written consent of Declarant.

#### ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and draining 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 distances on recorded plat, in which case the plat shall control. 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 or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement of each lot and improvements on 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 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 IX

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three cars, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently. Notwithstanding any provision in this Article to the contrary, during the period of development and sale of the lots covered by these covenants, the Declarant shall be permitted to maintain such facilities as Declarant deems reasonably required, convenient, or incidental to the development and sale of said lots. These facilities shall include but not be limited to a business/sales office, storage area, construction yards and signs.

ARTICLE X

FENCES. No fence, wall, hedge or mass planting shall be permitted to extend beyond the front wall of any single-family dwelling except upon approval by the Architectural Committee.

ARTICLE XI

ACCESSORY BUILDINGS AND UTILITY DEVICES. No accessory building of any nature whatsoever, including, but not limited to, detached garage, storage buildings, dog houses and greenhouses, shall be placed on any lot without the prior written approval of the Architectural Committee, with said Committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. Without the prior written approval and authorization of the Architectural Committee, no exterior television or radio antennas, satellite dishes or solar panels or other utility devices, of any sort, shall be placed, allowed or permitted upon any portion of the exterior of any residential structure; provided, however, television satellite dish antennae less than twenty-four inches (24") in diameter and attached to a residential structure shall be permitted.

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 Architectural Committee, then Declarant may have the required work done and the costs thus incurred shall be paid by the owner.

ARTICLE XIII

ANIMALS. No animals (including horses) or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XIV

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. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or screened area.

ARTICLE XV

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power & Light Company 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 building lot.

ARTICLE XVI

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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

ARTICLE XVII

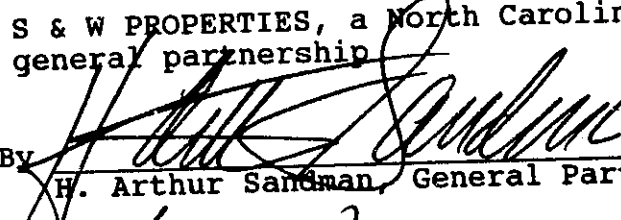
ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XVIII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order in no way affects 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 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 Declarant has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, by order of its Board of Directors duly given, all as of the day and year first above written.

S & W PROPERTIES, a North Carolina  
general partnership

By  (SEAL)  
H. Arthur Sandman, General Partner

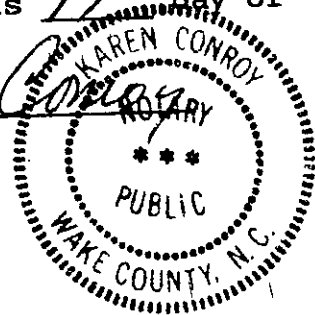
By  (SEAL)  
Keith Weaver, General Partner

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STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, KAREN CONROY, a Notary Public in and for the  
aforesaid County and State, do hereby certify that  
W. ARTHUR SANDHAM, General Partner of S & W Properties, a  
North Carolina general partnership, personally appeared before me  
this day and acknowledged the due execution of the foregoing  
instrument. WITNESS my hand and official seal this 17 day of  
May, 1995.

Karen Conroy  
Notary Public



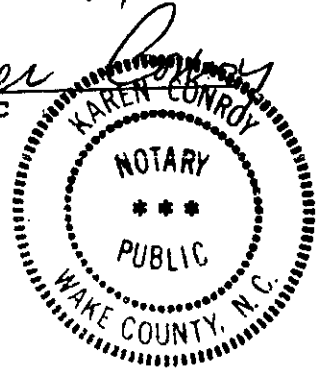
My Commission Expires:

6/22/98

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, KAREN CONROY, a Notary Public in and for the  
aforesaid County and State, do hereby certify that  
KEITH WEAVER, General Partner of S & W Properties, a  
North Carolina general partnership, personally appeared before me  
this day and acknowledged the due execution of the foregoing  
instrument. WITNESS my hand and official seal this 17 day of  
May, 1995.

Karen Conroy  
Notary Public



My Commission Expires:

6/22/98

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is

Karen Conroy  
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  
By Regina R. Coker  
—Asst./Deputy Register of Deeds

KENNETH C. WILKINS, Register of Deeds