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PRESENTED
FOR
REGISTRATION

AUG 2 4 19 PM '84

NORTH CAROLINA
WAKE COUNTY

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, NC

DECLARATION AND AGREEMENT

THIS DECLARATION AND AGREEMENT, made and executed this 2nd day of August, 1984, by TAYLORS RIDGE DEVELOPMENT COMPANY, a North Carolina General Partnership.

WITNESSETH:

That Taylors Ridge Development Company, the owner and developer of the lands hereinafter described and herein referred to as "Declarant", desires to declare and place the restrictions hereinafter set forth upon the lots in the real estate subdivision hereinafter described and upon the development, improvement and use thereof.

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, does hereby covenant and agree with all persons, firms and corporations who or which may acquire any interest in or title to any of the property hereinafter described, and as an inducement to said persons, firms and corporations to purchase a part of the said property, that the property, and each and every lot, described below, is hereby made subject to the following restrictive covenants as to the development and improvement and use thereof, which covenants shall run with the said land and with each and every lot by whomsoever owned, the real property to which these restrictive covenants shall be applicable being described as follows:

See SCHEDULE A attached

ARTICLE I

The real property hereinbefore described 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 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 set-backs from streets, and adequate free spaces 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 purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) an accessory building or structure for storage or other appropriate residential uses, not in excess of 250 square feet in area, which shall be located at least 70 feet from the front property line, or, if the lot abuts two or more streets, then at least 70 feet from the right of way line of two streets. The term "single family" as used herein means persons who are related by blood, adoption or marriage and does not include unrelated persons living together. Nothing in this document shall be deemed to prohibit the conversion of a lot to a street.

ARTICLE III

BUILDING LOCATION. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, including without limitation, proposed exterior materials and colors, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee, which shall be a committee composed of three persons designated and appointed by the Board of Directors of the Declarant or such person, firm or corporation to whom Declarant has expressly assigned this right. The initial Architectural Committee shall be comprised of William L. White, J. Edward Etheridge, and Frank W. Benson. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarant or its successors or of the Architectural Committee. In the event the Committee fails to approve or disapprove such design or location within thirty days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building 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. In the event that the Architectural Committee disapproves all the design or location of a building and if in such event the owner refuses to revise such design or change such location in order that it will be approved by the Architectural Committee, the Declarant will purchase such owner's lot within thirty (30) days after demand is made on the Declarant by such owner in writing. The purchase price shall be the same price as the price which the Declarant received upon the sale of the lot. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. If Declarant is dissolved without having assigned its rights hereunder, the provisions of this paragraph shall terminate on the day such dissolution occurs.

ARTICLE IV

DWELLING SIZE. No one-story dwelling shall be permitted on any building unit which dwelling has a ground floor area of the main structure, exclusive of basement, porches and garages, of less than 1,000 square feet of finished living area. No one and one-half story or split level dwelling shall be permitted on any lot unless such dwelling has a ground floor area of the main structure, exclusive of basement, porches, garages and storage areas of not less than 800 square feet and a total finished living area of not less than 1000 square feet. No dwelling with two or more full stories of finished living area shall be constructed having less than 900 square feet of finished living area on the ground floor and a total finished living area of not less than 1500 square feet.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than thirty (30) feet, provided, however, that on a corner lot, a dwelling may be located not nearer than twenty (20) feet to one street if it is at least thirty (30) feet from the other street. No building shall be located nearer than ten (10) feet to an interior lot line except that a five (5) foot side yard may be permitted for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building set-back line. For the purpose of this covenant, eaves and steps 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. The Declarant reserves the right to waive minor violations of the setback and side line requirements set forth in this Article. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.) Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the location of a building regardless of the fact that such building meets the requirements of this paragraph.

ARTICLE VI

LOT, AREA AND WIDTH. All lots as shown on the recorded map hereinbefore referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side line clearances from new lot lines shall be applicable and setbacks from former lot lines shall no longer be required. No recombination of lots may be made in a manner which results in any increase in the number of lots above those existing when these covenants became effective.

ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot 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 of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED; NUISANCES PROHIBITED. No part of the said property shall be used for business, manufacturing, commercial or professional purposes. 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 other than temporary "for sale" signs. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a trade 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. No trade materials or inventories may be stored or regularly parked on the premises.

ARTICLE IX

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of ARTICLE II, 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.

ARTICLE X

TRUCKS, BOATS, TRAILERS. No trucks, pickups, boats, trailers or motor homes shall be parked on public streets of Chesterfield Village and no boats or trailers shall be stored on any lot unless they are screened so as not to be visible from a street or another lot.

ARTICLE XI

UTILITY YARD. Garbage cans and clothes lines shall be kept in a screened utility yard and not visible from the street or an adjacent lot.

ARTICLE XII

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein, except upon approval of the Architectural Committee. No metal fences shall be installed on any lot unless screened in a manner approved by the Architectural Committee, which approval may be withheld arbitrarily.

ARTICLE XIII

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

ARTICLE XIV

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 on which this Declaration and Agreement is filed for registration in the Registry of Wake County, after which period 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; provided, however, that any such instrument must be recorded within a six month period preceding the end of the twenty-five (25) year period or a ten (10) year period; and provided, further, that these covenants shall terminate on December 31, 2048.

ARTICLE XV

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, or both.

ARTICLE XVI

SEVERABILITY. Invalidity of any one 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 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 caused this instrument to be executed in its name by its duly authorized partners the day and year first above written.

TAYLORS RIDGE DEVELOPMENT COMPANY,
A North Carolina Partnership

By: James R. Wright (SEAL)
James R. Wright

By: Darrell D. Hudgins (SEAL)
Darrell D. Hudgins

By: Edward E. Dougher (SEAL)
Edward E. Dougher

By: John E. Dougher (SEAL)
John E. Dougher

NORTH CAROLINA
WAKE COUNTY

I, Myrtice B. Wilder, a Notary Public of the County and State aforesaid, do certify that James K. Wright, Darrell D. Hudgins, Edward E. Dougher and John E. Dougher, Partners of Taylors Ridge Development Company, a North Carolina Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 2nd day of August, 1984.



Myrtice B. Wilder
Notary Public

My commission expires: 6-5-85

NORTH CAROLINA - WAKE COUNTY
The foregoing certificate of Myrtice B. Wilder

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 Redd
Asst. / Deputy Register of Deeds

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EXHIBIT A

Lots Numbered 1 to 10, inclusive, and 59 to 66, inclusive, of Chesterfield Village, Section One, as shown on a map thereof made by Al Prince & Associates, P.A., recorded in Book of Maps 1984, Page 1027, in the office of the Register of Deeds of Wake County, North Carolina.