

REGISTRATION

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NORTH CAROLINA

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PROTECTIVE COVENANTS
CHANDLER POINTE
SUBDIVISION

WAKE COUNTY

REGISTER OF DEEDS
WAKE COUNTY

THIS DECLARATION, made this 21st day of November, 1996, by
WINCHESTER DEVELOPMENT CORPORATION, a North Carolina Corporation,
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 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 the 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 40, inclusive, as shown on map entitled "CHANDLER POINTE" and duly recorded in Book of Maps 1996, Pages 1515, 1516 and 1517, Wake County Registry.

The real property described in Article I hereof is subject to the Protective Covenants and Restrictions hereby declared to insure the best use and the most appropriate development and improvements 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 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 improvement in said property and thereby 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 three cars.

ARTICLE III

SITE 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 improvement, 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 topographies and finished ground elevation by an architectural committee (the Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such approval shall not be required, this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to the covenants.

ARTICLE IV

DWELLING SIZE AND DRIVEWAYS. Except with prior written approval of the Architectural Committee, no residential structure which has a heated area of less than 2500 square feet for one (1) story structures, 2700 square feet for one and one-half (1 1/2) structures, and 2900 square feet for two (2) story structures, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. All driveways shall be paved (concrete or asphalt) from street to each house including parking area. An exception for gravel driveways shall be allowed, at the sole discretion of the Architectural Committee, provided the apron from the street to the property line is paved with asphalt or concrete and is the same width as the driveway. Declarant reserves the right to waive in writing any minor violation of this Article of the Declaration, and for purposes thereof, any violation which does not exceed 10% shall be considered a minor violation.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 75 feet, nearer to the rear lot line than 30 feet, nearer to the side street than 30 feet, or nearer to an interior lot line than 20 feet. The Architectural Committee may for good cause waive a violation of the set back requirement provided for herein. This waiver shall be in writing and recorded in the Wake County Registry. A document executed by the Architectural Committee shall be, when recorded conclusive evidence that the requirements of this paragraph have been complied with. Declarant reserves the right to waive in writing any minor violation of this Article and for purpose hereof, any violation which does not exceed 20% shall be considered a minor violation.

ARTICLE VI

LOT, AREA AND WIDTH. No dwelling shall be placed on any lot having an area of less than 40,000 square feet.

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 10 feet of each lot and 5 feet on each side unless shown in excess of such distance 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 the drainage channels in the easements. The easement area of each lot and all improvements un it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible. With the further exception that no easement shall exist along an interior lot line on any lot on which a house is constructed within an area which would otherwise be an easement, if the placement of the house is permitted in Article V of these covenants. Declarant reserves the right to waive in writing this rear and side line easement requirement.

ARTICLE VIII

NUISANCE. 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 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 limited to the use of any residence 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. Except with the prior written consent of the Architectural Committee, no trailer, tent, shack, ban or other outbuildings, 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 be used for human habitation temporarily or permanently.

ARTICLE X

FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set back line or the front set back line or the residence, whichever is greater, except upon approval by the Architectural Committee. No chain link fence shall be used without prior written approval of the Architectural Committee.

ARTICLE XI

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever (including but not limited to detached garage, storage building, dog houses, greenhouses) shall be placed on any lot without 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.

ARTICLE XII

SATELLITE DISK OR DISHES. Satellite Disk or dishes in excess of 24" in diameter shall not be placed on any lot without prior written approval of the Architectural Committee, with said Committee to have the sole discretion relating to the location of said Satellite Disk or dishes.

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

PARKING. Adequate off-street parking in compliance with county regulations shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner, and owners of lots shall not be permitted to park their cars 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 XVI

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described herein to a contract with Carolina Power & Light Company for the installation of underground electric cables and the installation of street lighting, either of which or both of which may require a continuous monthly charge to the owner of each building lot. Upon acceptance of a Deed to a Lot, each owner agrees to pay Carolina Power & Light Company the continuing monthly payment therefore as approved by the North Carolina Utilities Commission, or other appropriate government authorities., Declarant reserves the right to contract on behalf of each Lot with Carolina Power & Light Company, or its successors and assigns, for street lighting service.

ARTICLE XVII

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and shall remain in effect until July 1, 2055, at which time they shall automatically expire.

ARTICLE XVIII

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 XIX

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 or 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 TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed as by law provided as of the day and year first written above.



WINCHESTER DEVELOPMENT CORPORATION

BY: Keith Weaver
President

ATTEST:

Asst. Linda R. Sturman
SecretarySTATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Linda R. Sturman personally appeared before me this day and acknowledged that she is the Secretary of WINCHESTER DEVELOPMENT CORPORATION, a North Carolina Corporation, and that by authority duly given and as an act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Asst. Secretary.

WITNESS my hand and official stamp or seal, this 21st day of November, 1996.

Sherri B. Brower
Notary Public

My Commission Expires:

1/31/98

SHERRI B. BROWER
NOTARY PUBLIC
WAKE COUNTY, NC

CHAN.PC