

PREPARED BY: MERRIMAN, NICHOLLS & DOMBALIS, P.A.
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 P.O. Box 18237, Raleigh, N.C. 27619

NORTH CAROLINA
 WAKE COUNTY

PROTECTIVE COVENANTS OF
 EDEN CROFT SUBDIVISION
 SECTION
 Book of Maps 1980, Page 14

KNOW ALL MEN BY THESE PRESENTS: That STEPHEN B. EASTMAN, d/b/a EASTMAN DEVELOPMENT COMPANY, being the owner of the area designated as Lots 1 to 8A, inclusive, Block A, Eden Croft Subdivision, Section II, as the same are shown on a map hereinafter referred to, does hereby agree with all persons, firms or corporations now owning or hereafter acquiring any of the aforementioned lots that Lots 1 to 8A, inclusive, Block A, as shown on a map of Eden Croft Subdivision, Section II, recorded in Book of Maps 1980, Page 14, Wake County Registry, are hereby subjected to the following restrictions as to use thereof, running with said properties by whomsoever owned, to-wit:

1. A building lot shall consist of a tract of land having a width at the minimum building setback of not less than 85 feet, except as hereinafter provided, and an area of not less than 14,000 square feet; provided, however, Lot 8A shall have an area of not less than 13,500 square feet. A lot refers to Lots 1 to 8A, inclusive, Block A, and every part thereof as shown on a map of Eden Croft Subdivision, Section II, recorded in Book of Maps 1980, Page 14, Wake County Registry.

2. No lot shall be used except for residential purposes. Except as hereinafter provided, no dwelling shall be erected, altered, placed or permitted to remain on any building 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 four cars and out-buildings incidental to residential use. It is further provided that an efficiency apartment of not more than three rooms may also be constructed on any lot provided it is accompanied by a main dwelling as herein contemplated, which apartment may be occupied by domestic servants employed at the residence on the same lot or may be used as a guest house. Such apartment shall not be used otherwise, and in no event shall such apartment be rented. Such efficiency apartment may not be constructed unless the main dwelling has first been constructed or unless they are constructed at the same time.

3. No dwelling other than an efficiency apartment referred to in Paragraph 2 shall be permitted on any building lot which dwelling has an enclosed area of the main structure, exclusive of basement, porches, garages and storage areas, of less than 1200 square feet for a one-story or split level dwelling; nor less than 1,400 square feet for a one and one-half story dwelling; nor less than 1,500 square feet for a two story dwelling; nor 1,600 square feet for a two and one-half story dwelling.

4. No building shall be located nearer than 10 feet to any adjacent building lot nor nearer than 30 feet to the front lot line or nearer than 25 feet to a side street line. For the purposes of this covenant, eaves, steps and open porches shall not be deemed as 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. In the event that a dwelling is constructed nearer to the adjacent lot than is permitted by this paragraph, but not nearer than five feet to such line, such violation may be waived by the execution and recordation in the Wake County Registry of an instrument in writing signed by Stephen B. Eastman and the owners of the adjacent building lot on the side on which the violation occurs. Upon the execution and recordation of such waiver, such violation shall not thereafter be deemed to exist.

5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. In the event that the owner of any lot, any portion of which is crossed by an easement, shall acquire land adjacent to such lot, such lot owner may relocate the easement, herein established by the aforementioned recorded map, over such lot line to conform to the increase in the size of his lot and new improvements erected thereon, provided that such relocation is done at his own expense and does not interfere with the rights of owners of other property within the subdivision in services rendered by the easement herein created or created by the recordation of the aforementioned map. Such relocated easement shall be the same width as the original easement.

6. No lot may be re-subdivided. A dwelling may be placed on more than one lot provided that plans and specifications for the same have been approved by Stephen B. Eastman as herein provided.

7. No building shall be erected, placed, altered or permitted to remain on any building lot until the plans, specifications and plot plan have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, if any, and as to location of the building with respect to topography and finished ground elevation by Stephen B. Eastman. In the event that Stephen B. Eastman fails to approve or disapprove such design or location within thirty days after the said plans and specifications and plot plan have been submitted to him, or in any event, if no suit to enjoin the erection of such building, the making of such alterations or the location of such building on the lot has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with by the lot owner. In the event of the death of Stephen B. Eastman, this paragraph of these covenants shall become null and void.

8. 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 trade materials or inventories may be stored upon the premises and no trucks, tractors, or inoperable automobiles 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.

9. No trailer (except recreational vehicles and boats which are parked behind the dwelling) tent, shack, or barn shall be erected or placed on any lot covered by these covenants. No storage shed shall be permitted on any lot covered by these covenants unless approved by the Declarant or the appointed architectural committee.

10. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose.

11. No lot or portion thereof shall be dedicated or used for a public street without the prior written consent of all the then owners of lots in the subdivision.

12. No fence, wall, hedge or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the front of the dwelling erected on said lot.

13. Enforcement of these covenants 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.

14. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended 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 full or in part.

16. Stephen B. Eastman reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building.

IN TESTIMONY WHEREOF, Stephen B. Eastman has caused this instrument to be executed as of the day and year first above written.

STEPHEN B. EASTMAN d/b/a EASTMAN
DEVELOPMENT COMPANY

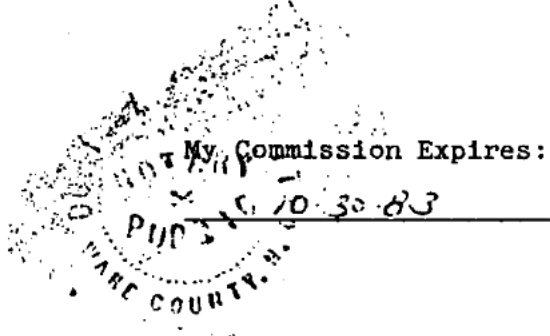

Stephen B. Eastman d/b/a
Eastman Development Company

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that
STEPHEN B. EASTMAN d/b/a EASTMAN DEVELOPMENT COMPANY personally
appeared before me this day and acknowledged the due execution
of the foregoing covenants.

WITNESS my hand and notarial seal this 13 day of January,
1980.

Doris L. Bennett



NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Doris L. Bennett

(and) certified to be correct. This instrument was presented for registration and recorded in this
office in Book 2800, Page 678

This 9 day of Jan, 1980 at 2:00 o'clock PM.

R. B. McKENZIE, JR., Register of Deeds

By [Signature]
Register of Deeds