

NORTH CAROLINA, COUNTY OF Wake

BOOK 2291 PAGE 605

KNOW ALL MEN BY THESE PRESENTS that Key Homes of Raleigh, Inc. a corporation organized and existing under the laws of the State of North Carolina with its principal office and place of business in the City of Greensboro, North Carolina, does hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in Section 4C of Six Forks North House Creek Township, Wake County, North Carolina, as shown by plat recorded in Plat Book 1974, page 361, in the Office of the Register of Deeds of Wake County, North Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential, street, and park 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 two cars.

2. DWELLING SIZE: No dwelling shall be permitted, costing less than \$ 8,000 based on current building costs and having a ground area of the main structure, exclusive of one-story open porches and garages, of less than 800 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story, including "split-level" dwellings.

3. BUILDING SETBACK: No building shall be located on any lot nearer to the front line or to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house or other permitted accessory building located seventy feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and porches and carports shall not be considered as part of a building, provided however that this shall not be construed to permit any portion of building on lot to encroach upon another lot. Deviations from building line restrictions not in excess of 10% shall not be construed as a violation of these covenants.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width at the building line of less than 65 feet nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet, except that this provision shall not prevent a dwelling from being erected on any lot shown on the recorded plat.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet and each side five feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, 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 easements 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. Key Homes of Raleigh, Inc. reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

6. WAIVER OF VIOLATION: Key Homes of Raleigh, Inc. may waive any violation of these restrictive covenants by appropriate instrument in writing provided that if the violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. INOPERATIVE AND NON-MOTORIZED VEHICLES AND BOATS: No boat of any kind or description, no non-motorized vehicle of any kind or description including but not exclusively trailers, and no inoperative motor vehicle of any kind or description shall be placed, kept or stored on any lot nearer to any street than the minimum building setback line.

10. 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 thirty 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 whole or in part.

11. 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.

12. SEVERABILITY: Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.

IN TESTIMONY WHEREOF, Key Homes of Raleigh, Inc. has caused this deed to be signed in its corporate name by its vice president and attested by its assistant secretary, and sealed with its common seal, on the 6th day of January, 1975.

ATTEST:

Doreen Hodge
Assistant Secretary

Key Homes of Raleigh, Inc.
By: Charles T. Linder
Vice President

STATE OF NORTH CAROLINA—COUNTY OF GUILFORD

I, Donna L. Lowdermilk, a Notary Public of said State and County, do hereby certify that Doreen Hodge personally came before me this day and acknowledged that she is Assistant Secretary of Key Homes of Raleigh, Inc. and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

Witness my hand and notarial seal, this the 6th day of January, 1975.

Donna L. Lowdermilk
Notary Public

My Commission Expires: 6-21-77.

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Donna L. Lowdermilk

Notary Public is
(are) certified to be correct. This instrument was presented for registration and recorded in this
office in Book 2291, Page 605,
This 8th day of Jan, 1975, at 12:15 o'clock P. M.
By Allen J. Dean
Register of Deeds