

NORTH CAROLINA

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WAKE COUNTY }

KNOW ALL MEN BY THESE PRESENTS that Worthdale Development Company, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office in Raleigh, North Carolina, does hereby covenant and agree for itself, its successors and assigns, with all persons, firms or corporations who may hereafter acquire any interest in or title to any of the property hereinafter described, that all of the numbered lots shown on plat of Worthdale, Section 1, by Peirson & Whitman, Consulting Engineers, dated May 10, 1957, recorded in Book of Maps 1958, at page 20, in the office of the Register of Deeds of Wake County, North Carolina, which said numbered lots are now owned by the said Worthdale Development Company, are hereby subject to the following restrictive covenants as to the use thereof, which covenants shall run with the said land by whomsoever owned, to-wit:

FIRST: No part of said property shall be used for business, manufacturing or commercial purposes. No structure shall be erected or allowed to remain on any lot except one detached single family dwelling not exceeding two stories and an attic in height and a garage which may include quarters for servants of the occupants of the dwelling.

SECOND: No structure shall be erected or allowed to remain on any lot in Worthdale Subdivision having a width of less than 70 feet at the minimum building setback line; nor shall any structure be erected or allowed to remain on any lot having an area of less than 11,000 square feet.

THIRD: No dwelling shall be erected or allowed to remain on any lot if the ground floor area of the main structure exclusive of one story open porches and garages shall be less than 1100 square feet in case of one story structures, or if the ground floor area shall be less than 800 square feet in case of one and one-half story or two story structures.

FOURTH: No building shall be erected or allowed to remain on any of said lots closer to the streets than the building setback lines shown on said map, said building setback line being 40 feet from the south side of the Poole Road for lots fronting on the Poole Road, and 30 feet from all other streets on which said buildings front, and in case of a corner lot no building shall be closer than 30 feet to the side street line except on Lots 17 and 18, on which no building shall be erected or allowed to remain closer than 20 feet to the side street line; nor shall any building be erected or allowed to remain nearer than 10 feet to an interior lot line, except a detached garage may be placed on the lot at any place approved by the Committee referred to in Paragraph Seventh hereof.

FIFTH: No residence of a temporary character shall be erected or allowed to remain on any lot, and no trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall be used as a residence, either permanently or temporarily.

SIXTH: No fence, wall, hedge, or mass planting shall be placed closer to any street than the minimum building setback line herein provided for or shown on said subdivision plat, except after approval by the Committee provided for in Paragraph Seventh hereof.

SEVENTH: In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no

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building shall be erected or allowed to remain on said property, nor shall any alterations of any building on said property be made until the plot plan showing the location of said building on the lot and the plans and specifications showing the type and exterior lines thereof have been submitted to and approved in writing by an architectural committee composed of three or more persons appointed by the Board of Directors of said Worthdale Development Company. In the event said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of 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. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

EIGHTH: No animals or fowls shall be kept or allowed to remain on said property other than household pets, nor shall anything be done on any of said property which is a nuisance or an annoyance to the community.

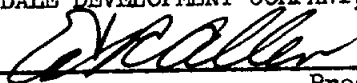
NINTH: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2016. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

TENTH: The invalidation of any one or more of the foregoing covenants and restrictions by judgment, court order, or otherwise shall not in anywise affect any of the other covenants and restrictions which shall remain in full force and effect as herein provided for.

IN TESTIMONY WHEREOF, the said Worthdale Development Company has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, all by order of its Board of Directors duly given, on this the 6th day of August, 1957.

WORTHDALE DEVELOPMENT COMPANY,

By



President


Secretary

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WAKE COUNTY

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This is to certify that on the 24 day of August, 1957, before me personally came E. R. Allen with whom I am personally acquainted, who, being by me duly sworn, says that he is the President, and J. W. Aycock is the Secretary of Worthdale Development Company, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the President, and that the said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this the 24 day of August, 1957.

Margaret P. White
Notary Public



My Commission Expires:

June 13, 1959

STATE OF NORTH CAROLINA
Wake County

The foregoing certificate of Margaret P. White
A Notary Public of Wake County, State of North Carolina
is adjudged to be correct. Let the same
with the certificates be registered.

WITNESS my hand this the 8

Aug - 1957

Ray - Lucy Lewis
Clerk Superior Court

Filed for Registration at 10:10 o'clock A M
Aug 8 1957 and registered in the
Office of the Register of Deeds for Wake County,
North Carolina, in Book 1288 Page 388

H. L. Denning
REGISTER OF DEEDS
DEPUTY