

NORTH CAROLINA

WAKE COUNTY

BOOK 1351 PAGE 203

KNOW ALL MEN BY THESE PRESENTS, that Gibraltar Construction Company, 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 of Lots Nos. 77, 78, 79, 80, 81, 82, 83, 84, 85, 91, 92, 97, 98, 99, 104, 105, 106, 107, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 180, 181, 182, 200, 231 and 232 in Section 2 of Worthdale Subdivision, Raleigh Township, Wake County, North Carolina, as shown by plat recorded in Book of Maps 1959, Volume 2, Page 154, 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:

ARTICLE ONE

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 two cars.

ARTICLE TWO

DWELLING SIZE. No dwelling shall be permitted, costing less than \$9,000.00 based on current building costs and having ground area of the main structure, exclusive of one story open porches and garage, of less than 964 square feet.

LAW OFFICES
POYNER, GERAGHTY,
HARTSFIELD & TOWNSEND
401 OBERLIN ROAD
RALEIGH, N. C.

BOOK 1351 PAGE 204 . ARTICLE THREE

BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty feet to the front lot line, or nearer than twenty-five feet to any side street line. No building shall be located nearer than ten 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 a building or 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.

ARTICLE FOUR

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width at front line of less than sixty-five feet (65) nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet, except that this provision shall not prevent a dwelling from being erected on any lot shown on the recorded plat.

ARTICLE FIVE

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

ARTICLE SIX

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.

BOOK 1351 PAGE 205 ARTICLE SEVEN

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.

ARTICLE EIGHT

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 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.

ARTICLE NINE

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 TEN

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

IN TESTIMONY WHEREOF, Gibraltar Construction Company has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and sealed with its common corporate seal, on the 15th day of

January, 1959.

ATTEST:

GIBRALTAR CONSTRUCTION COMPANY

By: [Signature] President

[Signature] Secretary

LAW OFFICES
POYNER, GERAGHTY,
HARTSFIELD & TOWNSEND
401 OBERLIN ROAD
RALEIGH, N. C.

NORTH CAROLINA
GUILFORD COUNTY

BOOK 1351 PAGE 206

This 15 day of January, 1959, personally came before me, Nancy D. Adams, a Notary Public in and for the said County and State, Roger D. Kinnear Jr., who, being by me duly sworn, says that he is the President of Gibraltar Construction Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given, and the said Roger D. Kinnear Jr. acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 15 day of January, 1959.

Nancy D. Adams
Notary Public



My commission expires:

29-59

STATE OF NORTH CAROLINA
Wake County

The foregoing certificate of Nancy D. Adams
Notary Public of Guilford County, State of North Carolina
is adjudged to be correct. Let the instrument
with the certificates, be registered.

WITNESS my hand this the 28 day of

January, 1959.
Jane L. Canthess
Clerk Superior Court

Filed for Registration at 4:15 o'clock PM
Jan 28 1959 and registered in the
Office of the Register of Deeds for Wake County,
North Carolina, in Book 1351 Page 203
_____, 1959

John Peters
REGISTER OF DEEDS
DEPUTY

LAW OFFICES
POYNER, GERAGHTY,
HARTSFIELD & TOWNSEND
401 OBERLIN ROAD
RALEIGH, N. C.