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NORTH CAROLINA

WAKE COUNTY

THIS DECLARATION, made this 1st day of November, 1955, by SEABROOK HILLS, INC., a New York corporation duly qualified to do business in the State of North Carolina, hereinafter called Declarant,

WITNESSETH: That

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said 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 this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

BEGINNING at a point in the Western edge of the right of way of Watkins Street, said point being 180 feet in a Northerly direction measured along said right of way from its point of intersection with the Northern edge of the right of way of Dennis Avenue; thence North 79 degrees 36 minutes West 322 feet to a point; thence North 52 degrees 06 minutes West 765 feet to a point; thence North 33 degrees 39 minutes East 219.2 feet to a point; thence North 56 degrees 3 minutes East 124.2 feet to a point; thence North 58 degrees 30 minutes East 284.6 feet to a point in the center of the right of way of Fenton Street; thence North 23 degrees West 35.3 feet to a point; thence North 63 degrees 42 minutes East 30 feet to a point in the Northeastern edge of the right of way of Fenton Street; thence

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North 50 degrees 23 minutes East 737.7 feet to a point; thence North 71 degrees East 2228.4 feet to a point; thence South 9 degrees 54 minutes West 141.7 feet to a point; thence South 33 degrees West 151 feet to a point; thence South 52 degrees West 136 feet to a point; thence South 49 degrees 30 minutes West 234 feet to a point; thence South 37 degrees 51 minutes West 30 feet to a point; thence South 64 degrees 24 minutes West 195 feet to a point; thence South 34 degrees 09 minutes West 220 feet to a point; thence South 41 degrees 09 minutes West 129 feet to a point; thence South 7 degrees 24 minutes West 91 feet to a point; thence South 79 degrees 36 minutes East 1442.2 feet to the point of beginning, and being all of the Woodcrest Subdivision shown on plat entitled "Subdivision Map No. 1 of Woodcrest, Raleigh, North Carolina," dated September 1955, prepared by Herndon Edgerton, Engineer, and recorded in Book of Maps 1955, Page 122, Wake County Registry, North Carolina, except for a small area South of Fenton Street in the Western portion of said land.

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 two cars.

ARTICLE III

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Seven Thousand Dollars (\$7,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

ARTICLE IV

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 30 feet, provided, however, that on

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a corner lot, a dwelling may be located within 15 feet of one street if same is at least 30 feet from the other street. No building shall be located nearer than 10 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

ARTICLE V

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

ARTICLE VI

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities 5 feet in width are reserved along the rear and side lot lines of each lot now or hereafter laid out.

ARTICLE VII

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

ARTICLE VIII

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 IX

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 (25) years from the date these covenants

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are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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 X

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 XI

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

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.



SEABROOK HILLS, INC.

By: E. N. Richards
E. N. Richards, PresidentNORTH CAROLINA
WAKE COUNTY

This 8th day of November, 1955, personally came before me, Evelyn J. Smith, a Notary Public in and for the said county and state E. N. Richards, who, being by me duly sworn, says that he is the President of Seabrook Hills, Inc., 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 E. N. Richards acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 8th day of November,Commission expires: 9-21-57Evelyn J. Smith
Notary PublicSTATE OF NORTH CAROLINA
Wake County

The foregoing certificate of Evelyn J. Smith
is adjudged to be correct. Let the instrument
with the certificates, be registered.

WITNESS my hand this the 8 day of
November 1955Percy Lewis
Reg. Clerk Superior Court

Filed for Registration at 3:00 o'clock P.M.
Nov. 8 1955 and registered in the
Office of the Register of Deeds for Wake County,
North Carolina, in Book 1214 Page 340
1955

Helen Baines
REGISTER OF DEEDS
DEPUTY