

WAKE COUNTY, N. C.

HUNTER ELLINGTON, Register of Deeds
BY  Deputy.

:: " A G R E E M E N T " ::

:: LONGVIEW GARDENS, INCORPORATED :: NORTH CAROLINA

TO :: WAKE COUNTY

:: JULIAN M. GREGORY, ETALS :: KNOW ALL MEN BY THESE PRESENTS that it is

..... hereby covenanted and agreed by and between

LONGVIEW GARDENS, INCORPORATED, a North Carolina corporation, ATLANTIC CONSTRUCTION COMPANY, a North Carolina corporation, Julian M. Gregory, W. L. Gregory, Trustee, Wade M. Gallant and wife, Sallie J. Gallant, and T. Lacy Williams, Trustee, all of Wake County, North Carolina that all of the lots , designated by number upon the map of Longview Park Extended, by L. E. Wooten, engineer, dated February 3, 1948, and recorded in Book of Maps 1947, page 11

Wake County Registry, are hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to wit:

A. All of said lots shall be for residential purposes only, and not for any form of business or commercial activity. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family or two-family dwelling not to exceed two and one-half stories in heights and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to locations of the building with respect to topograph and finished ground elevations, by a committee composed of Allen T. Stevens, Peter P. Williams and William D. Poe, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 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. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to

this Covenant. The power and duties of such committee, and of its designated representatives, shall cease on and after January 1, 1975. Thereafter the approval described in this Covenant shall not be required unless, prior to said dated and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded map; provided, that the aforesaid committee shall have the power to make such changes in the setback lines as in its opinion will not detract from the subdivision.

D. 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 cattle, swine, goats or horses may be kept upon any lot.

E. No trailer, basements, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; but servants' quarters may be erected, provided plans therefor are approved by the aforesaid committee.

F. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 800 square feet in case of a one-story structure nor less than 600 square feet in case of a one and one-half, two, or two and one-half story structure; for two-family dwellings the above figures shall be 1550 square feet and 900 square feet respectively.

G. An easement of 5 feet wide is reserved over the rear lines and side lines of each lot for utility installation and maintenance.

H. No person of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant. This restriction shall be perpetual and permanent.

I. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than those properties to which these restrictive covenants specifically apply.

J. Longview Gardens, Incorporated, reserves the right to replot any area shown on the above map, provided that such replotting does not alter any homesite adjoining a homesite already conveyed, in a manner objectionable to the owner of such homesite.

K. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, (except H which is permanent) at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part, said vote to be evidenced by a written instrument recorded in the office of the Register of Deeds of Wake County.

L. If the parties hereto, or any of them, or their heirs 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 development or subdivision 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 him or them from so doing or to recover damages or other dues for such violation.

M. 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.

Julian M. Gregory and W. L. Gregory, Trustee, join in the execution of this agreement for the purpose of indicating their consent to the placing of the above restrictions on the lots shown on said map of Longview Park Extended, so that these restrictions will not be voided in the event of foreclosure of that certain deed of trust dated November 23, 1944 executed by Longview Gardens, Incorporated and recorded in Book 914, page 126, Wake County Registry, the said Julian M. Gregory being the owner and holder of the note secured by the aforesaid deed of trust.

Wade M. Gallant and wife Sallie J. Gallant, and T. Lacy Williams, Trustee, likewise join in the execution of this agreement for the purpose of indicating their consent to the placing of the above restrictions on the lots shown on the said map of Longview Park Extended, so that these restrictions will not be voided in the event of foreclosure of that certain deed of trust dated March 15, 1947, executed by Longview Gardens, Incorporated and recorded in Book 963, page 29, Wake County Registry, the said Wade M. Gallant and wife, Sallie J. Gallant, being the owners and holders of the note secured by the aforesaid deed of trust.

IN WITNESS WHEREOF, said Longview Gardens, Incorporated, has caused these presents to be signed by its President, and its corporate seal hereto affixed and attested by its Secretary, all by authority of its Board of Directors duly given, and the said Atlantic Construction Company has caused these presents to be signed by its President, and its corporate seal hereto affixed and attested by its Secretary, all by authority of its Board of Directors duly given, and the said Julian M. Gregory and W. L. Gregory, Trustee, and the said Wade M. Gallant and wife, Sallie J. Gallant, and T. Lacy Williams, Trustee have hereunto set their hands and seals, this 17th day of May, 1948.

LONGVIEW GARDENS, INCORPORATED

(CORPORATE SEAL)

BY: CLARENCE POE

PRESIDENT

ATTEST:

CHAS. A. POE

SECRETARY

ATLANTIC CONSTRUCTION COMPANY

(CORPORATE SEAL)

BY: ALLEN T. STEVENS

PRESIDENT

ATTEST:

DONALD A. STEVENS

SECRETARY

JULIAN M. GREGORY (SEAL)

W. L. GREGORY, TRUSTEE (SEAL)

WADE M. GALLANT (SEAL)

SALLIE J. GALLANT (SEAL)

T. LACY WILLIAMS, TRUSTEE (SEAL) ✓

NORTH CAROLINA

WAKE COUNTY

This 20th day of May, 1948, personally came before me, Linda Kidd, a Notary Public in and for the aforesaid State and County, Chas. A. Poe, who, being by me duly sworn, says that he knows the common seal of Longview Gardens, Incorporated, and is acquainted with Clarence Poe, who is President of said corporation, and that he, the said Chas. A. Poe is the secretary of said corporation and saw the said President sign the foregoing instrument,

and that he, the said Chas. A. Poe, Secretary as aforesaid, affixed said seal to said instrument and that he, the said Chas. A. Poe as Secretary signed his name in attestation of the execution of said instrument in the presence of said President of said corporation.

Witness my hand and notarial seal, this 20th day of May, 1948.

LINDA KIDD

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires: 5/2/49.

NORTH CAROLINA

WAKE COUNTY

This 7th day of July, 1948, personally came before me, Mary N. Smith, a Notary Public in and for the aforesaid State and County, Donald A. Stevens, who, being by me duly sworn, says that he knows the common seal of Atlantic Construction Company, and is acquainted with Allen T. Stevens, who is President of said corporation, and that he, the said Donald A. Stevens is the Secretary of said corporation and saw the said President sign the foregoing instrument, and that he, the said Donald A. Stevens, Secretary as aforesaid, affixed said seal to said instrument and that he, the said Donald A. Stevens as Secretary signed his name in attestation of the execution of said instrument in the presence of said President of said corporation.

Witness my hand and notarial seal, this 7th day of July, 1948.

MARY N. SMITH

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires: 2/8/50.

NORTH CAROLINA

WAKE COUNTY

I, MARETA MORGAN, Notary Public, do hereby certify that Wade M. Gallant and Sallie J. Gallant his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 6th day of July, 1948.

MARETA MORGAN

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires: July 11, 1949.

NORTH CAROLINA

WAKE COUNTY

I, MARETA MORGAN, Notary Public, do hereby certify that T. Lacy Williams, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 6th day of July, 1948.

MARETA MORGAN

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires: July 11, 1949.

NORTH CAROLINA, WAKE COUNTY

I, VARA M. SMITH, Notary Public, do hereby certify that Julian M. Gregory and W. L. Gregory, Trustee personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 17 day of May, 1948.

VARA M. SMITH

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires: Jan. 4, 1950.

STATE OF NORTH CAROLINA

WAKE COUNTY

The foregoing certificates of Linda Kidd, Mary N. Smith, Mareta Morgan and Vara M. Smith, Notaries Public of Wake County, State of North Carolina are adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 7th day of July, 1948.

HELEN CONYERS

DEPUTY CLERK SUPERIOR COURT.

Filed for Registration at 10:30 O'clock A. M. July 7, 1948 and registered in the Office of the Register of Deeds for Wake County, North Carolina, in Book 999, Page 377, July 20, 1948.

HUNTER ELLINGTON, Register of Deeds
BY [Signature] Deputy.

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:" " DEED OF TRUST "

:" KATHERINE GRADE COOPER & HUSBAND, JAMES W. :NORTH CAROLINA

:" TO :WAKE COUNTY

:" J. J. HENDERSON, TRUSTEE : THIS INDENTURE, Made and entered

:" :into this 1st day of July, 1948, by and

between KATHERINE GRADE COOPER and husband, JAMES W. COOPER, of Wake County and State of North Carolina, parties of the first part, J. J. HENDERSON, TRUSTEE, party of the second part, and the MECHANICS AND FARMERS BANK, a corporation, existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Durham, North Carolina, party of the third part.

The original of this 0.2 from Katherine Grade Cooper & husband together with the bonds that accompany thereon, being exhibited to me this day the same is hereby cancelled and the entry of "Satisfaction" is hereby made as required and in accordance with Chapter 130 of the Public Laws of 1891. This 12 day of July 1951.
[Signature]
Register of Deeds, Wake County, N.C. Per Albert [Signature]

WITNESSETH: THAT WHEREAS, the parties

of the first part are justly indebted unto said party of the third part, in the principal sum of THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$3500.00), with interest, being for value received in borrowed money, as evidenced by promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of SIX (6%) per centum per annum; said principal and interest being payable in monthly installments as follows:

FORTY TWO AND 03/100 DOLLARS (\$42.03), each, commencing with August 3, 1948, and a like payment of \$42.03 on the 3rd day of each and every month thereafter to and including the 3rd day of July, 1957, and the unpaid balance, if not sooner paid, on July 3, 1957.

AND WHEREAS, the parties of the first part desire to secure and provide for the prompt payment of said note or bond at maturity, and also to provide for the prompt payment of interest thereon, according to the tenor of said note or bond.

NOW, THEREFORE, in consideration of the premises, and the sum of One Dollar to the parties of the first part, in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and in order to carry out the intention expressed in the premises, the parties of the first part have given, granted, bargained and sold, and do by these presents,