

NORTH CAROLINA

BOOK 1489 PAGE 458

COUNTY OF WAKE

PROTECTIVE COVENANTS OF FOXCROFT
 SUBDIVISION, SECTION ONE, BOOK OF
 MAPS 1961, PAGE 119, WAKE
 COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENTS; that C. O. Weaver and wife, Nella D. Weaver, James P. Weaver and wife, Mary Elizabeth A. Weaver, Daniel T. Weaver and wife, Ramona H. Weaver, G. W. Teeter and wife, Evelyn W. Teeter, Alec Dantre and wife, Kate Payne Dantre, and J. L. Edwards and wife, Martha K. Edwards, do hereby covenant and agree with all persons, firms and corporations now owning or hereafter acquiring any property in the area hereinafter described, that those lots hereinafter designated as they are shown on Map of Foxcroft Subdivision, Section One, recorded in the Office of the Register of Deeds of Wake County, North Carolina, in Book of Maps 1961, Page 119, are hereby subjected to the following restrictions as to the use thereof, running with said property by whomsoever owned, to wit:

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

2. No tract or lot of land in said subdivision shall be subdivided for a period of twenty (20) years after date of purchase except the owners of said lots may vary the lines of said lots, but may not increase the number of lots in said subdivision, and no structure shall be erected or allowed to remain on any lot in said subdivision having a width of less than 150 feet at the minimum building set-back line, nor shall any structure be erected or allowed to remain on any lot having a lot area of less than 45,000 square feet.

3. No dwelling shall be erected or allowed to remain on any lot if said dwelling shall have a finished living area of less than 2,000 square feet, exclusive of open porches and garages. There shall be a minimum of 1400 square feet on the ground floor in case of a two or two and one-half story or split level structure. Said finishing of the structure other than the ground floor shall be of materials and workmanship equal to those on the ground floor. In case of a structure having a finished basement, the ground floor shall have a minimum of 1600 square feet with a minimum of 400 feet in said basement finished as to workmanship and materials comparable to those used in the main or ground floor, and in case of a one and one-half story structure, the ground floor shall contain a minimum of 1600 square feet with a minimum of 400 square feet on the second floor, finished as to workmanship and materials comparable to those used in the main or ground floor.

4. No building shall be erected or allowed to remain on said property closer than eighty (80) feet to the center of a street or county road, or in case of a corner lot closer than eighty (80) feet to the center of the street or county road or closer than eighty (80) feet to the center line of a side street or county road; nor shall any building be erected or allowed to remain nearer than forty (40) feet to an interior lot line, except a detached garage or other structure may be placed on the lot at any place approved by the developer, C. O. Weaver, or a committee of three members.

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appointed by him. In the event of his death or incapacitation, the legal representative of C. O. Weaver shall appoint said committee. The committee so appointed by said legal representative shall be self-perpetuating during the term of these protective covenants.

5. 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, except as hereinbefore provided.

6. No cattle, fowl or swine shall be kept or allowed to remain on said property, nor shall anything be done on said property which is a nuisance or an annoyance to the community.

7. No barn or other outbuilding shall be located on said lot or tract of land without the approval of the location by the developer, C. O. Weaver, or the committee above referred to.

8. No blocks shall be used in the exterior construction of any residence except by approval of the developer, C. O. Weaver, or the committee above referred to.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2000. 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 of said real property in said subdivision to prosecute any proceedings at law or in equity against the person or the 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.

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

G. W. Teeter and wife, Evelyn W. Teeter, for themselves, their heirs and assigns, join in this contract and agree that the protective covenants as hereinabove set out supersede the protective covenants which are included in and are a part of a deed from C. O. Weaver, et al, to G. W. Teeter and wife, Evelyn W. Teeter, dated 19 August 1961 and recorded in Book 1468, page 603, Wake County Registry.

Alec Dantre and wife, Kate Payne Dantre, for themselves, their heirs and assigns, join in this contract and agree that the restrictive covenants as hereinabove set out supersede the protective covenants which are set out in the deed from C.O. Weaver, et al, to Alec Dantre and wife, Kate Payne Dantre, dated August 4, 1961, and recorded in Book 1468, page 12, Wake County Registry.

J. L. Edwards and wife, Martha K. Edwards, for themselves, their heirs and assigns, join in this contract and agree that the protective covenants as hereinabove set out supersede the protective covenants which are set out in the deed from C. O. Weaver, et al, to J. L. Edwards and wife, Martha K. Edwards, dated August 11, 1961 and recorded in Book 1463, page 694, Wake County Registry.

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IN TESTIMONY HEREOF, C. O. Weaver and wife, Nella D. Weaver,
James P. Weaver and wife, Mary Elizabeth A. Weaver, Daniel T. Weaver
and wife, Ramona H. Weaver, G. W. Teeter and wife, Evelyn W. Teeter,
Alec Dantre and wife, Kate Payne Dantre, and J. L. Edwards and wife,
Martha K. Edwards, have hereunto set their hands and seals on this
the 22nd day of December, 1961.

C. O. Weaver (SEAL)
C. O. Weaver

Nella D. Weaver (SEAL)
Nella D. Weaver

James P. Weaver (SEAL)
James P. Weaver

Mary Elizabeth A. Weaver (SEAL)
Mary Elizabeth A. Weaver

Daniel T. Weaver (SEAL)
Daniel T. Weaver

Ramona H. Weaver (SEAL)
Ramona H. Weaver

G. W. Teeter (SEAL)
G. W. Teeter

Evelyn W. Teeter (SEAL)
Evelyn W. Teeter

Alec Dantre (SEAL)
Alec Dantre

Kate Payne Dantre (SEAL)
Kate Payne Dantre

J. L. Edwards (SEAL)
J. L. Edwards

Martha K. Edwards (SEAL)
Martha K. Edwards

NORTH CAROLINA
COUNTY OF WAKE

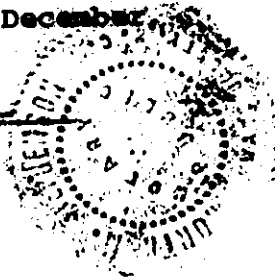
I, Worth Stephenson, a Notary Public, do hereby
certify that C. O. Weaver and wife, Nella D. Weaver, each personally
appeared before me this day and acknowledged the due execution of the
foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 22nd day of December,
1961.

Worth Stephenson
Notary Public

My commission expires: 1-11-63

N. P. Seal here:



NORTH CAROLINA
COUNTY OF WAKE

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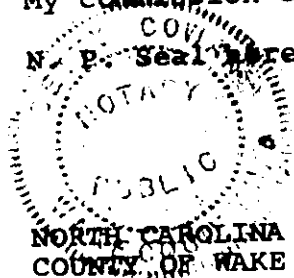
I, Betty Cowan, a Notary Public, do hereby certify that James B. Weaver and wife, Mary Elizabeth A. Weaver, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 22nd day of December, 1961.

Betty Cowan
Notary Public

My commission expires: 5/23/62

N. P. Seal here:



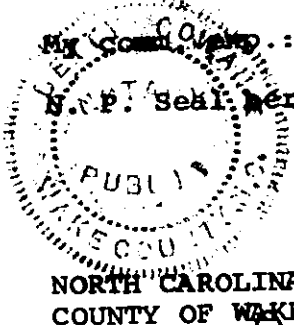
I, Betty Cowan, a Notary Public, do hereby certify that Daniel T. Weaver and wife, Ramona H. Weaver, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 22nd day of December, 1961.

Betty Cowan
Notary Public

My Comm. Expires: 5/23/62

N. P. Seal here:



I, Jim Gordon, a Notary Public, do hereby certify that G. W. Teeter and wife, Evelyn W. Teeter, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 22nd day of December, 1961.

Jim Gordon
Notary Public

My comm. exp.: March 31, 1963

N. P. Seal here:



NORTH CAROLINA
WAKE COUNTY

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I, Walter Stinson, a Notary Public, do hereby certify that Alec Dantre and wife, Kate Payne Dantre, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 26th day of December, 1961.

Walter Stinson
Notary Public

My comm. exp: 1-11-63

N. P. Seal here:

NORTH CAROLINA
WAKE COUNTY

I, Frances Ferguson, a Notary Public, do hereby certify that J. L. Edwards and wife, Martha K. Edwards, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 22nd day of December, 1961.

Frances Ferguson
Notary Public

My comm. exp. Feb 7, 1963

N. P. Seal here:

STATE OF NORTH CAROLINA:

Wake County:

The foregoing Certificate(s) of

<u>Walter Stinson</u>	A Notary Public of Wake County, State of North Carolina
<u>Betty Cowan</u>	A Notary Public of Wake County, State of North Carolina
<u>J. M. Solwin</u>	A Notary Public of Wake County, State of North Carolina
<u>Frances Ferguson</u>	A Notary Public of Wake County, State of North Carolina

are adjudged to be in due form and correct. Let the instrument with the certificate be registered.

Witness my hand this the 5 day of January, 1962
Edythe W. Glawens, Deputy
Clerk Superior Court, Wake County, N. C.

Filed for registration at 4:20 P.M. 5 day of Jan., 1962
and registered in the office of the Register of Deeds for Wake County,
in Book 1489, Page 458, 1962

Louise S. Forrest, Deputy
Register of Deeds.