

BOOK 2361 PAGE 51

NORTH CAROLINA
WAKE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS made this 20th day of November, 1975 by STEPHEN C. GOULD and his wife, JUDY U. GOULD, of Wake County, North Carolina, hereinafter called Declarants;

W I T N E S S E T H :

WHEREAS, the Declarants are the owners of the real property described in Article I of this declaration, and are desirous of subjecting said real property to the protective covenants hereinafter set forth, which covenants are for the benefit of such land, and for each owner thereof, and shall inure to the benefit of and run with said land, and shall apply to and bind the successors in interest of any owner of any part thereof:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this declaration is a subdivision situated in Wake Forest Township, Wake County, North Carolina, and is more particularly described as follows:

Being all of Oakwood Subdivision, Section II, as shown on a map or plat thereof by Billy Alfred Hocutt, R. L. S., dated August 1, 1975 and recorded in Book of Maps 1975, at Page 304, Wake County Registry.

ARTICLE II

These covenants are to run with the land and shall be binding upon said declarants and upon all persons claiming under them or either of them for thirty (30) years from the date that this Declaration of Restrictive Covenants is recorded in the Wake County Registry.

ARTICLE III

If the said declarants, or either of them, or their successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any

BOOK 2361 PAGE 52

other person or persons owning any of the real property herein above-described and subject to these covenants, to prosecute any proceeding at law, or in equity, against the person or persons violating or attempting to violate such covenant, and either to prevent it, him, her, or them from so doing, or to recover damages resulting from such violation.

ARTICLE IV

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

ARTICLE V

No part of said property shall be used for business, manufacturing, or commercial purposes, and all lots in said subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any such residential 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, but which said garage or dwelling may include quarters for servants of the occupants of said dwelling, and other out buildings incidental to residential use of the lot.

ARTICLE VI

No part of any building, including porches, shall be erected or allowed to remain on any such residential lot nearer than thirty (30) feet to the front lot line, as shown on the recorded map hereinabove referred to, nor nearer than eight (8) feet to any side lot line, nor in the case from a corner lot, nearer than thirty (30) feet to the lot line of the street running parallel to the side of the dwelling located on such corner lot, as shown on said recorded map.

ARTICLE VII

No animals or fowl, other than household pets, shall be kept or allowed to remain on said property, and no noxious or offensive activity shall be carried on upon any such lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE VIII

BOOK 2361 PAGE 53

No trailer, basement, tent, shack, garage, barn, or other out building shall be erected or placed on any lot subject to these covenants.

ARTICLE IX

No dwelling containing less 1300 square feet of living area, exclusive of utility rooms, carports, and open porches, shall be erected or allowed to remain upon any such residential lot.

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein.

IN TESTIMONY WHEREOF, the said STEPHEN C. GOULD and wife, JUDY U. GOULD, have set their hands and seals the day and year first above-written.

Stephen C. Gould (SEAL)
Stephen C. Gould

Judy U. Gould (SEAL)
Judy U. Gould

NORTH CAROLINA

WAKE COUNTY

I, John M. Rich, a Notary Public of Wake County, North Carolina, do hereby certify that STEPHEN C. GOULD and wife, JUDY U. GOULD, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein set out.

WITNESS my hand and notarial seal, this the 25th day of

November, 1975.



John M. Rich
Notary Public

My Commission Expires: 6-24-80

NORTH CAROLINA-WAKE COUNTY

The foregoing certificate

of John M. Rich

(Notary) Public is (here) certified to be correct. This instrument was presented for registration and recorded in this

office in Book 2361, Page 57, This 26 day of Nov, 1975, at 11:15 o'clock A M.

R. B. MCKENZIE, JR., Notary Public, Register of Deeds.

By [Signature]
Register of Deeds