

:::::::::::::::::::::::::::::::::::::::
 :: " DECLARATION AND AGREEMENT " :::
 :: WINDSOR PARK, INC., ET AL ::
 :: TO ::
 :: LOUIS M. SMITH & WIFE MARGARET S. ET AL: ::
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NORTH CAROLINA
 WAKE COUNTY

THIS DECLARATION AND AGREEMENT,
 Made and entered into this 22nd day
 of July 1952, by Windsor Park, Inc., and
 Wright Construction Company, corpora-
 tions organized and existing under
 and by virtue of the laws of the
 State of North Carolina, Louis M.
 Smith, Sr., and wife, Margaret S.
 Smith, and W. Scott Smith, Trustee,
 of Wake County, North Carolina:

WITNESSETH: That Whereas,
 the said Windsor Park Inc., executed deed of trust to W. Scott Smith, Trustee, recorded
 in Book 1052, at page 510, in the office of the Register of Deeds of Wake County, North
 Carolina, conveying lots as shown on plat of Longacres, Poole Road, Raleigh, N.C.,
 recorded in Book of Maps 1952, at page 23, in said Wake County Registry, as security for
 its notes payable to the said Louis M. Smith, Sr., which notes are now held and owned
 by said Louis M. Smith, Sr.;

THAT WHEREAS, it is the desire of the parties hereto to place restrictive
 covenants against the numbered lots shown on said plat of Longacres recorded in Book
 of Maps 1952, at page 23, in said Wake County Registry;

NOW, THEREFORE, in consideration of the premises and for the mutual benefit
 of those who become purchasers of said lots in Longacres, the parties hereto for
 themselves, their heirs, successors and assigns, hereby covenant and agree with all
 persons, firms or corporations who may hereafter acquire any interest in or title to any
 of the property hereinafter described and as an inducement to said persons, firms or
 corporations to purchase a part of said property, that all of the numbered lots shown
 on plat of property known as Longacres, Poole Road, Raleigh, N.C., owned by Windsor
 Park Inc., and Wright Construction Company, made by Fred W. Habel, dated July 15, 1952.
 recorded in Book of Maps 1952, at page 23, in the office of the Register of Deeds of
 Wake County, North Carolina, which said numbered lots are now owned by the said
 Windsor Park Inc., and Wright Construction Company, subject to said deed of trust to
 W. Scott Smith, Trustee, are hereby subject to the following restrictive covenants as to
 the use thereof, which covenants shall run with the said land by whomsoever owned, to-
 wit:

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 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.

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.

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.

FIRST: 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.

SECOND: No dwelling shall be permitted on any lot at a cost of less than \$5,500 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 750 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

THIRD: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 10 feet to any side street line, except that on all corner lots, where the building faces the intersection of both streets, no building shall be located nearer than 20 and 20 feet respectively to the street property line of each street. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. An exception is made, however, as to Lot 122 in that no building shall be located thereon which is nearer than 20 feet - rather than 30 feet - from the front lot line.

FOURTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet, except that a dwelling may be erected or placed on lots numbered 27, 64, 65, 121, 122 and 143 as shown on the recorded plat.

FIFTH An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

SIXTH: 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.

SEVENTH: 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.

EIGHTH: Property on the west side of Parnell Drive from Ramseur Street northwardly to Lot 167 and property on the east side of Peyton Street is restricted to residential use only for a depth of 150 feet, and only one detached single family dwelling, and ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet, not to exceed two and one-half stories in height and a private garage for not more than two cars shall be erected on any lot in said areas, and each of said lots must have an area of not less than 7000 square feet.

IN TESTIMONY WHEREOF, the said Windsor Park Inc., has caused this instrument to be signed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereunto affixed, all by order of its Board of Directors duly given and the said Wright Construction Company, has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, all by order of its Board of Directors duly given, and the said Louis M. Smith, Sr., and wife, Margaret S. Smith, and W. Scott Smith, Trustee, have hereunto set their hands and seals, on the day and year first above written.

(CORPORATE SEAL)
ATTEST:
MILDRED S. WRIGHT
Secretary

WINDSOR PARK INC.
BY G. H. WRIGHT, JR.
President

(CORPORATE SEAL)
ATTEST:
MILDRED S. WRIGHT
Secretary

WRIGHT CONSTRUCTION COMPANY
BY G. H. WRIGHT, JR.
President

LOUIS M. SMITH, SR. (SEAL)

MARGARET S. SMITH (SEAL)

W. SCOTT SMITH, Trustee (SEAL) ✓

NORTH CAROLINA

WAKE COUNTY

This 24th day of July 1952, personally came before me, Mary N. Smith, a Notary Public in and for said County and State, G. H. Wright, Jr., who, being by me duly sworn, says that he is President of Windsor Park Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said G. H. Wright, Jr., acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal this 24th day of July 1952.

MARY N. SMITH, Notary Public

(NOTARIAL SEAL) MY COMMISSION EXPIRES FEB. 8, 1954

NORTH CAROLINA....WAKE COUNTY.

This 24th day of July 1952, personally came

before me, Mary N. Smith, a Notary Public in and for said County and Stste, G.H. Wright, Jr., who, being by me duly sworn, says that he is President of Wright Construction Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given, And the said G. H. Wright, Jr., acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and Notarial seal this 24th day of July 1952.

MARY N. SMITH
Notary Public

(NOTARIAL SEAL) MY COMMISSION EXPIRES FEB. 8, 1954

NORTH CAROLINA

WAKE COUNTY

I, Mary N. Smith, a Notary Public in and for said County and State, do hereby certify that Louis M. Smith, Sr., and wife Margaret S. Smith personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 25th day of July 1952.

MARY N. SMITH
Notary Public

(NOTARIAL SEAL) MY COMMISSION FEBRUARY 8, 1954

NORTH CAROLINA

WAKE COUNTY

I, Mary N. Smith, a Notary Public in and for said County and State, do hereby certify that W. Scott Smith, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 25th day of July 1952

MARY N. SMITH
Notary Public

(NOTARIAL SEAL) MY COMMISSION EXPIRES FEB. 8, 1954

STATE OF NORTH CAROLINA

WAKE COUNTY

The foregoing certificate of Mary N. Smith, a Notary Public of Wake County, State of North Carolina, is adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 25 day of July 1952

LUCY LEWIS
Deputy C.S.C.

Filed for registration at 12:05 o'clock P. M., July 25, 1952, and registered in the office of the Register of Deeds for Wake County, North Carolina, in Book 1102, page 216, July 29, 1952.

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

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