

NORTH CAROLINA
WAKE COUNTY

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THIS DEED, made this 2nd day of February, 1959, by BROOKHAVEN, Incorporated, a corporation organized under the laws of the State of North Carolina with its principal place of business in Wake County, North Carolina, Charles F. Blanchard, Trustee, as hereinafter stated, Louis E. Wooten, Sr. and Louis E. Wooten, Jr., all of Wake County, North Carolina, hereinafter referred to as parties of the first part, and

JAMES A. ARNOLD AND WIFE RAY U. ARNOLD

of Wake County, North Carolina, hereinafter referred to as parties of the second part, whether one or more individuals or corporations:

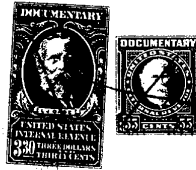
WITNESSETH: That whereas, BROOKHAVEN, Incorporated executed and delivered to Charles F. Blanchard, Trustee, a certain Deed of Trust dated the 24th day of August, 1955, and recorded in the Office of the Register of Deeds of Wake County, North Carolina, in Book 1205 at Page 425, conveying a tract of land of which the lands hereinafter described were a part, as security for the payment of the note therein described; and

WHEREAS, the said Deed of Trust contains a provision authorizing Charles F. Blanchard, Trustee, to release from the lien thereof with the joinder of the noteholders, Louis E. Wooten, Sr. and Louis E. Wooten, Jr., the lands hereinafter described; and

WHEREAS, BROOKHAVEN, Incorporated has sold the hereinafter described lands to the parties of the second part and has requested Charles F. Blanchard, Trustee, to join in this deed for the purpose of releasing said lands from the lien of said deed of trust with the joinder of the noteholders, Louis E. Wooten, Sr. and Louis E. Wooten, Jr.,

NOW, THEREFORE, the said parties of the first part in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) and other valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, have bargained and sold and by these presents do bargain, sell and convey to the parties of the second part, their heirs, successors, and assigns, those certain tracts or parcels of land north of Raleigh, in House Creek Township, Wake County, North Carolina shown as Lot (a) 67 according to a plat of BROOKHAVEN SUBDIVISION, Raleigh, N. C., made by L. E. Wooten and Company, Engineers, and recorded in Book of Maps 1253 at Page 189 of said Wake County Registry, and more particularly described as follows: 1959 12

BEGINNING at a point, said point being 120 feet measured in an easterly direction along the southern line of Wildwood Street from the southeast intersection of Wildwood Street and Morehead Drive; runs thence S 0° 15' E 151.4 feet to a point, the southeast corner of Lot No. 66; runs thence S 71° 45' E 171 feet to a point, the northeast corner of Lot No. 65; runs thence N 0° 15' W 153.7 feet to a point in the southern line of Wildwood Street, said point being the northwest corner of Lot No. 68; runs thence in a westerly direction along the southern line of Wildwood Street 168.5 feet to the point and place of BEGINNING and being Lot No. 67 of BROOKHAVEN SUBDIVISION.



TO HAVE AND TO HOLD, the aforesaid lands and premises and all privileges and appurtenances thereto belonging, to the said parties of the second part, their heirs, successors and assigns to their only use and behoof forever.

And BROOKHAVEN, Incorporated, for itself, its successors and assigns, covenants with said parties of the second part, their heirs, successors and assigns, that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free and clear from all encumbrances, except this deed is subject to all ad valorem taxes levied against said property for the current year, and is subject to all public utility rights of way and restrictive covenants affecting title to the said lands which are of record in Wake County, North Carolina, and is subject to certain restrictions as to the use thereof which are hereinafter set out, and that it does hereby forever warrant and will forever defend the title to the same against the claims of all persons whomsoever, except as herein set forth.

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COVENANTS AND AGREEMENTS ON THE PART OF THE GRANTEES

It is hereby covenanted and expressly agreed by the parties of the second part for themselves, their heirs, successors and assigns, as a part of the consideration aforesaid and as an inducement to the execution of this deed by the parties of the first part, as follows:

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes and no part of said property shall be used for commercial 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. Said garage or any apartment therein may be occupied only by domestic servants employed at the residence or by relatives of the lot owners.
2. **DWELLING SIZE.** No dwelling shall be erected or allowed to remain on any lot if the ground floor area, exclusive of one story open porches and garages, shall be less than 1750 square feet in case of one story structures, or less than 1200 square feet in case of one and one-half story structures, or less than 1000 square feet in case of two story structures; provided, however, in the case of so-called "split-level" or "multi-level" dwellings, containing three or more floors, there shall be a total living area of not less than 1750 square feet, said living area being defined as all square footage in said dwelling except garages, open porches, furnace rooms and utility rooms.
3. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines designated in broken lines on the recorded plat of BROOKHAVEN SUBDIVISION, Raleigh, N. C. in Book of Maps 1955, Page 109 of the Wake County Registry. In the event that no set back lines are shown for the particular lot or lots on said recorded plat, then no building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 30 feet to any side street line. In any event, 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 located 100 feet or more from the minimum building set-back 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. The word "eaves" for the purpose of this covenant shall be deemed to include carports open on the side opposite the house and on both ends and supported on said side and ends by not more than six posts. In the event that a dwelling is constructed nearer to the adjacent lot line than is permitted by this paragraph but not nearer than five feet to such line, such violation may be waived by the execution and recordation in the Wake County Registry of an instrument in writing signed by any one of the parties to this agreement, if in existence, and the owners of the adjacent lot on the side on which the violation occurs. Upon the execution and recordation of such waiver, said violation shall not thereafter be deemed existing.
4. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet. The owners of said lots may vary the lines of said lots except as otherwise provided herein but shall not reduce the size of any lot to less than 20,000 square feet and shall not re-subdivide one or more of said lots in a manner which will create more lots than the number of numbered lots shown on the aforesaid plat of BROOKHAVEN SUBDIVISION, Raleigh, N. C. in Book of Maps 1955, Page 109 of the Wake Registry.
5. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.
6. **ANIMALS.** No animals or fowls shall be kept or allowed to remain on said property other than household pets; provided, however, no household pets may be bred or maintained for commercial purposes.
7. **NUISANCES.** 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. No trade materials or inventories may be stored on the premises, and no trucks or tractors may be regularly parked on the premises.
8. **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.
9. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005.
10. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
11. **SEVERABILITY.** 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.
12. **EXCEPTIONS.** The unnumbered lots adjacent to and southwest of Carteret Drive as shown on the said plat of BROOKHAVEN SUBDIVISION may be re-subdivided in a manner which will create additional lots provided that all lots created by the re-subdivision meet the requirement of a minimum width of 100 feet at the minimum building set-back line and the requirement of a minimum area of 20,000 square feet. All other provisions of these covenants in their entirety shall apply to these said unnumbered lots.

IN TESTIMONY WHEREOF, the said BROOKHAVEN, Incorporated has caused this deed to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by authority of its Board of Directors; and the said Charles F. Blanchard, Trustee, Louis E. Wooten, Sr. and Louis E. Wooten, Jr., have hereunto set their hands and seals the day and year first above written.

BROOKHAVEN, Incorporated

By:

Louis E. Wooten, Jr.
President

ATTEST:

Charles F. Blanchard
Secretary

Charles F. Blanchard (Seal)
Charles F. Blanchard, Trustee
Louis E. Wooten, Sr. (Seal)
Louis E. Wooten, Sr.
Louis E. Wooten, Jr. (Seal)
Louis E. Wooten, Jr.

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NORTH CAROLINA
WAKE COUNTY

This is to certify that on the 3rd day of February, 1959, before me personally came Philip R. Taylor, with whom I am personally acquainted, who, being by me duly sworn, says that Louis E. Wooten, Jr. is the President and Philip R. Taylor is the Secretary of BROOKHAVEN, Incorporated, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President, and that the said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this the 3rd day of February, 1959.

My Commission expires: 2-9-59

Ethel M. Maymunder
Notary Public

NORTH CAROLINA
WAKE COUNTY

I, Janet E. Collins, a Notary Public in and for said County and State, do hereby certify that Charles F. Blanchard, as Trustee, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 3rd day of February, 1959.

My Commission expires: 10-24-60

Janet E. Collins
Notary Public

NORTH CAROLINA
WAKE COUNTY

I, Ethel M. Maymunder, a Notary Public in and for the County and State, do hereby certify that Louis E. Wooten, Sr. and Louis E. Wooten, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 3rd day of February, 1959.

My Commission expires: 2-9-59

Ethel M. Maymunder
Notary Public

NORTH CAROLINA
WAKE COUNTY

The foregoing certificates of Ethel M. Maymunder
and Janet E. Collins
Notaries Public of Wake County, North Carolina,

are adjudged to be correct.

Let the said instrument and certificate be registered. Witness my hand, this the 3rd day of February, 1959.

Probate fee 25c paid

Jane L. Caruthers
Deputy Clerk Superior Court, Wake County.

Filed for registration on the 3 day of Feb., 1959 at 2:00 o'clock
P. M., and duly recorded in the office of the Register of Deeds of Wake County, N. C., in Book 1348
Page 333. W. F. BOOKER, REGISTER OF DEEDS.

By Louise S. Jones
Deputy Register of Deeds.