

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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Declaration of Restrictive Covenants

This declaration of restrictive covenants, made and entered into this 4th day of January, 1963, by and between H. J. Little and wife, Odessa P. Little, and Eashford Plumbing and Heating Company, a North Carolina corporation, hereinafter referred to as the owners, and all subsequent purchasers of the designated lots in the Millbrook Estates, hereinafter called Subsequent Purchasers;

W I T N E S S E T H:

WHEREAS the Owners have acquired the fee simple title to all of that property shown by map entitled "Millbrook Estates, H. J. Little, Owner", prepared by Sam Powell, Registered Surveyor, dated December 7, 1961, and recorded in Book of Maps 1962 at Page 8, Wake County Registry; and

WHEREAS the owners have previously imposed on part of the above certain restricted covenants dated August 4, 1961, and recorded in Book 1470, Page 41, Wake County Registry; and

WHEREAS the Owners desire to amend and extend the restricted covenants; and

WHEREAS they desire to subject all of the lots shown in the subdivision set forth above to certain restrictive covenants for the benefit of themselves and for the benefit of all subsequent purchasers of lots in said subdivision;

NOW THEREFORE, the Owners do hereby agree to cancel the declaration of restricted covenants previously recorded in Book 1470 at Page 41, and in its stead do hereby agree with all subsequent purchasers of lots within said subdivision shown in Map Book 1962 at Page 8, Wake County Registry, shall be subject to the following covenants and restrictions:

First: No lot shall be used except for residential purposes and no part of said property shall be used for business, manufacturing or commercial purposes. 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 in height, which may be used and occupied as a residence for a single family, together with an apartment to be occupied by members of the same family, or domestic servants. There may also be located upon said lot a private garage which may include quarters for servants of the occupants of the dwelling and for storage facilities.

Second: No building shall be permitted on any lot which has a ground floor area of the main structure, exclusive of one story open porches and garages, of less than 1150 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of

more than one story.

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Third: No building shall be located on any lot nearer than 40 feet to the front line, or nearer than 25 feet to a side street line. 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 or any other permitted accessory building located 50 feet or more from the minimum building set back line. A building constructed on a corner lot, and facing the intersection shall comply with this provision, so long as said building is no nearer than 25 feet to each of said intersecting streets. Violation of the restriction with respect to interior lot lines, may be released or waived by the adjoining owner, up to a violation of 3 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Fourth: No building shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line, nor shall any dwelling be placed on any lot having an area of less than 20,000 square feet, provided, however, that a dwelling may be erected on any lot as shown on the map of Millbrook Estates, recorded in Book of Maps 1961 at Page 31, Wake County Registry.

Fifth: The owners reserve an easement for and the right at any time in the future to grant rights of way for the installation and maintenance of public utilities across the rear five feet of any lot and along a strip five feet in width along the side line of any lot.

Sixth: No obnoxious 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: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Ninth: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Tenth: No individual water supply system shall be permitted on any lot unless such

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system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this State and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

Eleventh: No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially their equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgage covering property in this State in effect on the date such systems are constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

Twelfth: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1986, on which date they shall automatically expire.

Thirteenth: 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.

Fourteenth: 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.

IN TESTIMONY WHEREOF, the Owners have hereunto affixed their hands and seals the day and year first above written.



Attest:

Margaret D. Dashford
Secretary

H. B. Little (SEAL)
H. B. Little
Odessa B. Little (SEAL)
Odessa B. Little

BASFORD PLUMBING AND HEATING CO.
by:

John D. Ham
President

NORTH CAROLINA
WAKE COUNTY

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I, Betty E. Middleton, Notary Public, do hereby certify that
H. J. Little and wife, Odessa P. Little, personally appeared before me this day
and acknowledged the due execution of this instrument.

Witness my hand and notarial seal, this 21st day of January, 1963.

Betty E. Middleton
Notary Public

My commission expires: 2-2-63.



NORTH CAROLINA
WAKE COUNTY

This is to certify that on the 21 day of January, 1963,
before me personally came Margaret S. Bashford,
with whom I am personally acquainted, who being by me duly sworn, says that _____
John V. Ham is the _____ President, and _____
Margaret S. Bashford is the _____ Secretary of Bashford
Plumbing and Heating Company, the corporation described in and which executed the
foregoing instrument; that she 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 21 day of January, 1963.

My commission expires: 2-2-63.

STATE OF NORTH CAROLINA
Wake County

The foregoing certificate of Betty E. Middleton
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 21 day of

Jan. 1963.

Margaret S. Hamlin Deputy
Clerk Superior Court

Betty E. Middleton
Notary Public

Filed for Registration at 5:00 o'clock P. M.
Jan. 21 1963 and registered in the
Office of the Register of Deeds for Wake County,
North Carolina, in Book 1538 Page 212

Loisee P. Jones
REGISTER OF DEEDS
DEPUTY