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:: " AGREEMENT " ::

:: WINDSOR PARK, INC., ET AL ::

:: TO ::

:: WRIGHT CONSTRUCTION COMPANY, ET AL ::

NORTH CAROLINA

WAKE COUNTY

.....

KNOW ALL MEN BY THESE PRESENTS,

that it is hereby covenanted and agreed

by and between WINDSOR PARK INC.,

WRIGHT CONSTRUCTION COMPANY, ATLANTIC

CONSTRUCTION COMPANY, WACHOVIA BANK AND

TRUST COMPANY, BROWN-HAMEL MORTGAGE

COMPANY, all North Carolina corporations,

Cleveland M. Maynard and wife, Alta

Lee Maynard, J. E. Pearson, Trustee,

Harvey E. Anderson, Trustee, and John

N. Duncan, Trustee, all of Wake

County, North Carolina, that all of

the lots designated by number upon the map of Windsor Park, Raleigh, N. C., made by Fred W. Habel, July 1949, recorded in Book of Maps 1949, at page 5, Wake County Registry, are hereby subjected to the following restrictions as to the use thereof, running with said properties 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 until January 1, 1975, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs 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 real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

A. All lots in the tract shall be known and described as residential lots, except two areas corner Milburnie Road and Colleton Road, as shown on recorded plat of Windsor Park. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than 2 cars and other outbuildings incidental to residential use of the plot.

B. No building shall be located nearer to the front lot line or bearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 10 feet to any side street line. No building

except a detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8500sq.ft. or a width of less than 60 feet at the front building setback line, except that a residence may be erected or placed on Lots Nos. 31, 65, 66, 100, 101, 112, 113, 122, 123, 124, 125, 154 and 164 as shown on the recorded plat.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. No dwelling costing less than \$4,000.00 shall be permitted on any lot in the tract, The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure. Above cost based on building costs prevailing May 1949.

G. No person of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled xxxxxxxx with an owner or tenant.

H. Any commercial building located on those areas reserved for business shall comply with the restrictions imposed on residential buildings for the following: Street set-back; Side street setback, Distances from side lot lines.

IN WITNESS WHEREOF, said Windsor Park Inc., Wright Construction Company, Atlantic Construction Company, Wachovia Bank and Trust Company, and Brown-Hamel Mortgage Company have caused these presents to be signed by their Presidents, and their corporate seals hereto affixed and attested by their Secretaries, all by authority of their Boards of Directors duly given, and the said Cleveland M. Maynard and wife, Alta Lee Maynard, J. E. Pearson, Trustee, Harvey E. Anderson, Trustee and John N. Duncan, Trustee, have hereunto set their hands and seals, this the 30 day of August, 1949.

(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

(CORPORATE SEAL)
ATTEST:
DONALD A. STEVENS
Secretary

ATLANTIC CONSTRUCTION COMPANY
BY: ALLEN T. STEVENS
President

(CORPORATE SEAL)
ATTEST:
A. J. MORRIS
Assistant Secretary

WACHOVIA BANK AND TRUST COMPANY
BY: G. P. GEOGHEGAN, JR.
Vice President

(CORPORATE SEAL)
ATTEST:
B. M. STEPHENS
Secretary

BROWN-HAMEL MORTGAGE COMPANY
BY: JACK H. BROWN
President

(remainder signatures next page)

CLEVELAND M. MAYNARD	(SEAL)
ALTA LEE MAYNARD	(SEAL)
J. E. PEARSON, TRUSTEE	(SEAL)
HARVEY E. ANDERSON, TRUSTEE	(SEAL)
JOHN N. DUNCAN, TRUSTEE	(SEAL)

NORTH CAROLINA

WAKE COUNTY

This 31st day of August, 1949, personally came before me, Mary N. Smith, a Notary Public in and for said County and State, Mildred S. Wright, who being by me duly sworn, says that she knows the common seal of Windsor Park Inc., and is acquainted with G. H. Wright, Jr., who is President of said corporation, and that she, the said Mildred S. Wright, is the Secretary of said corporation and saw the said President sign the foregoing instrument, and that she, the said Mildred S. Wright, Secretary as aforesaid, affixed said seal to said instrument and that she, the said Mildred S. Wright as Secretary signed her name in attestation of the execution of said instrument in the presence of said President of said corporation..

Witness my hand and Notarial seal this 31st day of August, 1949.

MARY N. SMITH
Notary Public

(NOTARIAL SEAL) MY COMMISSION EXPIRES 2/8/50

NORTH CAROLINA

WAKE COUNTY

This 31st day of August, 1949, personally came before me, Mary N. Smith, a Notary Public in and for said County and State, Mildred S. Wright, who, being by me duly sworn, says that she knows the common seal of Wright Construction Company, and is acquainted with G. H. Wright, Jr., who is President of said corporation, and that she, the said Mildred S. Wright, is the Secretary of said corporation and saw the said President sign the foregoing instrument, and that she, the said Mildred S. Wright, Secretary as aforesaid, affixed said seal to said instrument and that she, the said Mildred S. Wright as Secretary signed her name in attestation of the execution of said instrument in the presence of said President of said corporation.

Witness my hand and Notarial seal this 31st day of August, 1949.

MARY N. SMITH
Notary Public

(NOTARIAL SEAL) MY COMMISSION EXPIRES 2/8/50

NORTH CAROLINA

WAKE COUNTY

This 31st day of August, 1949, personally came before me, Mary N. Smith, a Notary Public in and for the aforesaid County and State, Donald A. Stevens, who, being by me duly sworn, says that he knows the common seal of Atlantic Construction

Company, and is acquainted with Allen T. Stevens, who is President of said corporation, and that he, the said Donald A. Stevens is the Secretary of said corporation and saw the said President sign the foregoing instrument, and that he, the said Donald A. Stevens, Secretary as aforesaid, affixed said seal to said instrument and that he, the said Donald A. Stevens as Secretary signed his name in attestation of the execution of said instrument in the presence of said President of said corporation.

Witness my hand and Notarial seal this 31st day of August, 1949.

MARY N. SMITH
Notary Public

(NOTARIAL SEAL) MY COMMISSION EXPIRES 2/8/50

NORTH CAROLINA

WAKE COUNTY

This 30th day of August, 1949, personally came before me Elizabeth W. Perkins, a Notary Public in and for said County and State, A.J. Morris, with whom I am personally acquainted, who, being by me duly sworn, says that G. P. Geoghegan, Jr., is the Vice President, and that he, the said A. J. Morris, is the Assistant Secretary of the Wachovia Bank and Trust Company, 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 G. P. Geoghegan, Jr., Vice President, 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 Notarial seal, this 30 day of August, 1949.

ELIZABETH W. PERKINS
Notary Public

(NOTARIAL SEAL) MY COMMISSION EXPIRES APRIL 17, 1951

NORTH CAROLINA

WAKE COUNTY

This 1st day of Sept, 1949, personally came before me Mary N. Smith, a Notary Public in and for the aforesaid County and State, B. M. Stephens, who, being by me duly sworn, says that she knows the common seal of Brown-Hamel Mortgage Company, and is acquainted with Jack H. Brown, who is President of said corporation, and that she, the said B. M. Stephens, is the Secretary of said corporation and saw the said President sign the foregoing instrument, and that she, the said B. M. Stephens, Secretary as aforesaid, affixed said seal to said instrument and that she, the said B. M. Stephens as Secretary signed her name in attestation of the execution of said instrument in the presence of said President of said corporation.

Witness my hand and Notarial seal this 1st day of Sept. 1949.

MARY N. SMITH, NOTARY PUBLIC

(NOTARIAL SEAL) MY COMMISSION EXPIRES FEB. 8, 1950

NORTH CAROLINA....WAKE COUNTY. I, Mary N. Smith, a Notary Public in and for said

County and State, do hereby certify that Cleveland M. Maynard and wife Alta Lee Maynard, J. E. Pearson, Trustee, Harvey E. Anderson, Trustee, and John N. Duncan, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 31st day of August, 1949.

MARY N. SMITH
Notary Public

(NOTARIAL SEAL) MY COMMISSION EXPIRES 2/8/50

STATE OF NORTH CAROLINA

WAKE COUNTY

The foregoing certificates of Mary N. Smith and Elizabeth W. Perkins, Notaries 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 2 day of Sept. 1949.

DARLEY STOREY
Deputy C. S. C.

Filed for registration at 3:45 O'clock P. M., Sept. 2, 1949, and registered in the office of the Register of Deeds for Wake County, North Carolina, in Book 1025, page 576, Sept. 9, 1949.

HUNTER ELLINGTON, Register of Deeds
BY *A. T. Braker* Deputy

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" DEED OF RELEASE "

:: J. E. PEARSON, TRUSTEE, ET AL ::

TO

:: HARRY LEE LOVIC & WIFE HELEN M. ::

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NORTH CAROLINA
WAKE COUNTY

THIS RELEASE, Given on this the 18th day of August 1949, by J.E. Pearson, Trustee, and W.D. Orr, both of Wake County, North Carolina, parties of the first part, to Harry Lee Lovic and wife, Helen M. Lovic, of said County and State, parties of the second part;

WITNESSETH:

and wife, Mildred Day McCollough, gave to J. E. Pearson, Trustee, one of the parties of the first part, a Deed of Trust to secure a debt of TWO THOUSAND FIVE HUNDRED (\$2,500.00) Dollars, due W. D. Orr, the other party of the first part, which Deed of Trust is recorded in the office of the Register of Deeds for Wake County, North Carolina, in Book 963, page 202; and,

WHEREAS, the said Joe Woodruff McCollough and wife, Mildred Day McCollough, have