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TO WHOM IT MAY CONCERN:

**RE: Status and Enforceability of Windsor Park Restrictive Covenants
Wake County Registry Book 1025, Page 576**

Dear Sir or Madam:

I have reviewed the restrictive covenants imposed by Windsor Park, Inc. recorded, in the Wake County Registry, in Book 1025, Page 576, with the instrument dated August 30, 1949. Additionally, I have also reviewed the Articles of Dissolution of Windsor Park, Inc. and the corporation's Certificate of Complete Liquidation.

The covenants did not expire in their entirety under their own duration provision. The instrument provided for an automatic ten-year extension beginning January 1, 1975, unless changed by the required vote of the lot owners. Nevertheless, an automatic-renewal provision does not prevent particular restrictions from being extinguished by North Carolina's Real Property Marketable Title Act, N.C.G.S. Chapter 47B.

Accordingly, for a Windsor Park lot having the required thirty-year title chain and no applicable preservation exception, the portion of Covenant A restricting the property to residential use remains enforceable under N.C.G.S. § 47B-3(13). The remaining development restrictions—including the detached-dwelling, building-height, garage, setback, minimum-lot-size, minimum-floor-area, minimum-construction-cost, temporary-residence, and commercial-building restrictions—have been extinguished and are no longer enforceable against that lot. Covenant G, the racial restriction, is independently void and unenforceable. The extinguishment of Covenant D does not affect remedies otherwise available under generally applicable nuisance law.

Therefore, it would not be accurate to state that every Windsor Park covenant has expired. The more precise conclusion is that, subject to examination of the title chain for the particular lot and the statutory exceptions identified above, the residential-use restriction remains enforceable while most of the remaining restrictions have been extinguished by operation of law and are no longer enforceable.

Very truly yours,

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