

BOOK 2774 PAGE 122

NORTH CAROLINA
WAKE COUNTY

COVENANTS AND RESTRICTIONS
BELMONT ESTATES SUBDIVISION
BOOK OF MAPS 1979, PAGE 779
WAKE COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENTS: That BARNES BUILDERS AND REALTY, INC. being the owner of Belmont Estates Subdivision according to a map recorded in Book of Maps 1979, Page 779, Wake County Registry, as an inducement to the purchase of said lands or a portion thereof by any other person, firm or corporation do hereby covenant and agree for itself, its successors and assigns with all persons, firms or corporations who or which may hereafter acquire any interest in or title to any portion of said subdivision that all of the numbered lots shown on the map of said subdivision as herein above referred to are hereby made subject to the following Covenants and Restrictions as to the use thereof.

John M. Davis, Trustee under that certain Deed of Trust recorded in Book 2731, Page 469 in the Wake County Registry joins in this instrument pursuant to the terms of said Deed of Trust for the purpose of subjecting said property to the Covenants and Restrictions contained herein.

(1) A lot refers to the lots and every part thereof of the numbered lots as shown on a map of Belmont Estates Subdivision as recorded in Book of Maps 1979, Page 779, Wake County Registry.

(2) No lot shall be used except for residential purposes.

(3) No dwelling shall be permitted on any lot which said dwelling has a ground floor area of the main structure, exclusive of basements, porches, garages, and carports of less than 900 square feet of finished living area for a one-story building. One and one-half story dwelling or two story dwelling must have a minimum of 1400 square feet of finished living area on all floors, split level dwellings must have a minimum of 1400 square feet of finished living area on all floors. The computation of finished living area shall be by exterior measurements.

(4) Incidental buildings may be no nearer than 5 feet from any back line nor nearer to 10 feet from any side line.

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(5) No animals, or fowls shall be kept or allowed to remain on any lot other than household pets, and household pets shall not be bred or maintained for commercial purposes.

(6) 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 a nuisance to the neighborhood.

(7) No house trailer or structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except that the developers and contractors authorized by them may have temporary offices for the purposes of selling lots and houses.

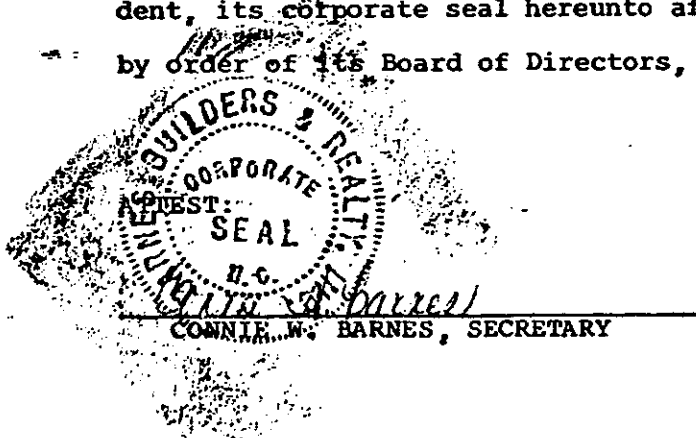
(8) No inoperative automobile shall be allowed to remain on any lot nor parked on the street right-of-way longer than 10 days.

(9) These covenants shall run with the land and be binding upon all parties and persons claiming under them until October 1, 2008 on which date they shall be automatically extended for two successive periods of 10 years each 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.

(10) The enforcement of these covenants shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

(11) Invalidity 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, Barnes Builders and Realty, Inc. has caused this instrument to be signed in its corporate name by its president, its corporate seal hereunto affixed, and attested by its secretary by order of its Board of Directors, this the 27 day of September, 1979.



BARNES BUILDERS AND REALTY, INC.

BY: Charles E. Barnes
CHARLES E. BARNES, PRESIDENT

John M. Davis (SEAL)
JOHN M. DAVIS, TRUSTEE

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NORTH CAROLINA

WAKE COUNTY

I, Joan E. Atkins, a Notary Public, do hereby certify that before me personally came Charles E. Barnes, President, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President and Connie W. Barnes is the Secretary of Barnes Builders and Realty, Inc., the corporation described in and which executed the foregoing instrument; that he knows the common seal of the corporation; that the seal affixed to the foregoing instrument is the common seal; and the name of the corporation was subscribed thereto by the said officers who also subscribed their name thereto and affixed said common seal, all by order of the Board of Directors of said corporation, and that the said instrument is the act and Deed of the corporation.

WITNESS my hand and notarial seal, this the 27th day of September, 1979.



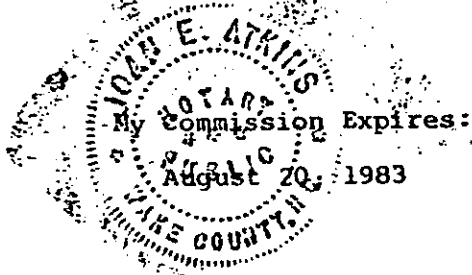
Joan E. Atkins
Notary Public

NORTH CAROLINA

WAKE COUNTY

I, Joan E. Atkins, a Notary Public, do hereby certify that JOHN M. DAVIS, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument of writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 27th day of September, 1979.



Joan E. Atkins
Notary Public

NORTH CAROLINA-WAKE COUNTY

The foregoing certificate

of Joan E. Atkins

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2774, Page 124.

This 27 day of September, 1979, at 2:20 o'clock P.M.

By James B. Johnson
Deputy Register of Deeds