

RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT

BOOK 1484 PAGE 407
WAKE COUNTY REGISTRY

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIVE COVENANTS

COUNTY OF WAKE

THIS DECLARATION OF RESTRICTIVE COVENANTS, Made and entered into this 28th day of November, 1961, by and between WAKE DEVELOPERS, INCORPORATED, a North Carolina corporation with its principal office in Wake County, North Carolina, hereinafter referred to as the Owner, and ALL SUBSEQUENT PURCHASERS of the designated building units in ENGLEWOOD FOREST, hereinafter called SUBSEQUENT PURCHASERS:

W I T N E S S E T H:

WHEREAS the Owner has acquired the fee simple title to all of that property shown by map entitled "Englewood Forest", prepared by Clotus Craven, Registered Surveyor, and recorded in Book of Maps 1961 at Page 93, Wake County Registry; and

WHEREAS the Owner desires to subject Lots 1 through 196, inclusive, as shown on said subdivision to certain restrictive covenants for the benefit of it and for the benefit of all subsequent purchasers of building units in said subdivision; and

NOW THEREFORE, the Owner does hereby agree with all subsequent purchasers that Lots 1 through 196, inclusive as shown on said subdivision in Book of Maps 1961 at Page 93, Wake County Registry, shall be subject to the following covenants and restrictions:

FIRST: A building unit is defined as an area of land having not less than 20,000 square feet, and not less than 100 feet of road frontage.

SECOND: No building unit 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 building unit except one detached single family dwelling not exceeding two and one-half

JOHNSON & GAMBLE
ATTORNEYS AT LAW
RALEIGH, NORTH CAROLINA

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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 building unit a private garage which may include quarters for servants of the occupants of the dwelling and for storage facilities.

THIRD: No building shall be permitted on any building unit which has a ground floor area of the main structure, exclusive of one story open porches and garages, of less than 1,000 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one story.

FOURTH: No building shall be located on any building unit 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 setback line. A building constructed on a corner building unit, 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 building unit 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 building unit to encroach upon another building unit.

FIFTH: The Owner reserves an easement for and the right at any time in the future to grant rights of way for installation and maintenance of public utilities across the rear five feet of any building unit and along a strip five feet in width along the side lines of any building unit.

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SIXTH: No obnoxious or offensive activity shall be carried on upon any building unit, 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 out buildings shall be used on any building unit 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 building unit, 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 building unit shall be used or maintained as a dump ground for rubbish, and no junk automobiles shall be allowed upon said property. 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: Sewage disposal shall be by septic tank or by connection to a municipal or health department approved community sewer system if such shall be available at the time of construction of improvements on the land. Septic tank installation lay-outs shall be approved by a representative of the Wake County Health Department or of such other agency as may have jurisdiction over such matters prior to any construction on any lot and the installation when made shall conform to such approved lay-out in accordance with the minimum requirements thereof or greater.

ELEVENTH: All individual water supply systems shall be constructed and equiped in accordance with layouts approved by the Wake County Health Departement or other agency having jurisdiction.

TWELFTH: No building shall be constructed or used whereby imitation siding or cement blocks are visible from the exterior of said structure.

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THIRTEENTH: No part of any building unit shall be used for road purposes, except private driveways, for the occupant of a dwelling constructed on a building unit, without the release of this covenant by Wake Developers, Inc. This covenant shall expire ten years from date, or upon the dissolution of Wake Developers, Inc. whichever shall occur first.

FOURTEENTH: These covenants are to run with the land and be binding on all parties and all persons claiming under them until January 1, 1966, on which date they shall automatically expire.

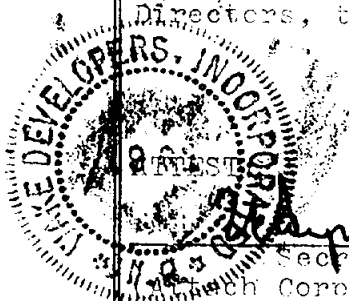
FIFTEENTH: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SIXTEENTH: 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 WITNESS WHEREOF, the Owner has caused this instrument to be signed in its corporate name by its proper officers, and sealed with its corporate seal, all by order of its Board of Directors, the day and year first above written.

WAKE DEVELOPERS, INCORPORATED

By: B. A. Weather
Vice President



Wayne V. Brown
Secretary
(Each Corporate Seal)

STATE OF NORTH CAROLINA—County of Wake

This is to certify that on the 28th day of November, 1961 before me personally came WAYNE V. BROWN, Secretary, with whom I am personally acquainted, who, being by me duly sworn, says that B. A. Weather is the Vice President, and Wayne V. Brown is the Secretary of Wake Developers, 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 Vice President, and that the said Vice 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 was the act and deed of said corporation. Witness my hand and official seal this the 28th day of November, 1961.



Edna C. Brown
Notary Public
My Commission Expires: 5-17-63

STATE OF NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Edna C. Brown 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 30 day of Nov., 1961.

Edythe W. Hawes, Deputy
Clerk Superior Court

Filed for registration at 12:05 P.M. 30 day of Nov., 1961

and registered in the office of the Register of Deeds for Wake County,

in Book 1484, Page 407, 1961.

B. M. Kenge W. F. Booker
Dep. Register of Deeds