

NORTH CAROLINA

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WAKE COUNTY

THIS DECLARATION OF COVENANTS, made and entered into this 9th day of NOVEMBER, 1965, by and between CAVALIER BUILDERS, INC., hereinafter called the Declarant, and ALL SUBSEQUENT OWNERS OF LOTS IN CARRIAGE HILL, according to a survey by Sam Powell, Registered Surveyor, dated October 25, 1965, and recorded in Book of Maps 1965, page 228, Wake County Registry.

W I T N E S S E T H:

Whereas the Declarant is the owner of the real property known as Carriage Hills according to a survey by Sam Powell, Registered Surveyor, dated October 25, 1965, and recorded in Book of Maps 1965, page 228, Wake County Registry, and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and every one of which are for the benefit of such property and for each subsequent owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, shall apply to and bind the successors and interests in any owner thereof;

NOW, THEREFORE, Cavalier Builders, Inc. hereby declares that all of said lots are and shall be held, transferred, sold and conveyed subject to the following protective covenants:

1. All lots in the subdivision of Carriage Hills shall be known and described as residential lots.
2. No buildings shall be erected, altered, placed or permitted to remain on any residential lot other than one-detached single family dwelling not to exceed two and one half stories in height and a private garage of not more than two cars. However, outbuildings incidental to residential use

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may be placed on lots already containing a residence. No building shall be erected or permitted on any lot having a ground floor area of the main structure, inclusive of one-story open porches and garages, not less than 1400 square feet, nor less than 1100 square feet for a dwelling of more than one story.

3. No building shall be located on any lot nearer to the front lot line than 50 feet, nor nearer to the side line than 15 feet, however, on corner lots the residence may be placed so as to front on either street, and on corner lots the residence may be no less than 25 feet from the street line. No building shall be located nearer than 15 feet to any interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 140 feet or more from the front property line. 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 or any lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 90 feet as the minimum set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet. All lots as shown on the subdivision plat of Carriage Hills as recorded in Book of Maps 1965, page 228, Wake County Registry, are expressly approved for building purposes in regard to the width of said lots at the front building set back line, and the area of said lots.

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

6. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. In the event that a dwelling is constructed nearer to the adjacent lot than is permitted by these restrictive covenants, but not nearer than 5 feet to such line, such violation may be waived by the execution and recording in the Wake County Registry of an instrument in writing signed by the owners of the adjacent lot on the side of which the violation occurs. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

8. No livestock or poultry shall be raised, bred or kept on any lot except that the owners of a lot may keep dogs, cats or other household pets. No animals of any kind may be bred or maintained for commercial purposes on any lots.

9. Enforcement of these covenants 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.

10. Invalidation of any one of these covenants by judgment or court decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, the said Cavalier Builders, 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, all by order of its Board of
Directors on the day and year first above written.

CAVALIER BUILDERS, INC.

BY

PRESIDENT

ATTEST:

SECRETARY

NORTH CAROLINA

WAKE COUNTY

This is to certify that on the 2nd day of November, 1965,
before me personally came Robert G. Hoff, President,
with whom I am personally acquainted, who, being by me duly
sworn, says that he is the President, and Ann Hoff
Ann Hoff is the Secretary of CAVALIER BUILDERS, INC.
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 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 9th day of

November, 1965.

NOTARY PUBLIC

My Commission Expires: 1-1-67

FORM 1

NORTH CAROLINA—Wake County.

The foregoing certificate(s) of

Let the said deed and certificate(s) be registered. Witness my hand this the 9th day of Nov., 1965.
Probate Fee 25c paid ☒ Deputy Clerk Superior Court. Alice H. Perry

Filed for registration on the 9th day of Nov., 1965, at 11:55 o'clock A.M., and duly recorded in the office of
the Register of Deeds of Wake County, N. C., in Book 1682 Page 17.
Fee \$ 4.25 paid J. A. Rowland
J. A. ROWLAND, Register of Deeds.