BK001194PG00326

BOOK 1194 PAGE 326

NORTH CAROLINA)
)
WAKE COUNTY)

THIS DECLARATION AND AGREEMENT, Made and entered into this 19th day of May, 1955, by Hertford Village, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office in Raleigh, North Carolina:

WITNESSETH: That Whereas, the said Hertford Village, Inc. is the owner of the property shown on plat of Fairway Acres recorded in Book of Maps 1955, at page 37, in the office of the Register of Deeds of Wake County, North Carolina, and desires to place restrictive covenants thereon as hereinafter set out:

NOW, THEREFORE, in consideration of the premises and for the mutual benefit of those who become purchasers of lots in Fairway Acres, the said Hertford Village, Inc. for itself, its successors and assigns, hereby covenants and agrees with all persons, firms or corporation who may hereafter acquire any interest in or title to any of the property hereinafter described and as an inducement to said persons, firms or corporations to purchase a part of said property, that all of the lands shown on plat of Fairway Acres recorded in Book of Maps 1955, at page 37, in the office of the Register of Deeds of Wake County, North Carolina, are hereby subject to the following restrictive covenants as to the use thereof, 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, 1978, 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 successors 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 way affect any of the other provisions which shall remain in full force and effect.

FIRST: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

SECOND: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story, and second floor shall be completed with not less than standard roof pitch.

BK001194PG00327

THIRD: No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

FOURTH: No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.

FIFTH: No noxious or offensive 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.

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

IN TESTIMONY WHEREOF, the said Hertford Village, Inc. has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, all by order of its Board of Directors duly given, on the day and year first above written.

HERTFORD VILLAGE, INC.,

By R. Shelton White
President

Corporate seal

ATTEST:

Elizabeth K. White
Secretary

NORTH CAROLINA)
)
WAKE COUNTY)

This is to certify that on the 20th day of May, 1955, before me personally came Elizabeth K. White, with whom I am personally acquainted, who, being by me duly sworn says that R. Shelton White is the President and that she, the said Elizabeth K. White, is Secretary of Hertford Village, Inc., the corporation described in and which executed the foregoing instrument; that she 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 R. Shelton White, 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 the said instrument is the act and deed of said corporation.

Witness my hand and Notarial Seal, this 20th day of May, 1955.

Mary N. Smith
Notary Public

My Commission Expires: Feb. 8, 1956

STATE OF NORTH CAROLINA
Wake County

The foregoing certificate of Mary N. Smith
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 20 day of May, 1955.

Percy Lewis
Clerk Superior Court

Filed for Registration at 11:30 o'clock A M
May 21 1955 and registered in the Office of the Register of Deeds for Wake County, North Carolina, in Book 1194 Page 326
, 19

H. F. Booker
Ardelia Barnes
REGISTER OF DEEDS
DEPUTY