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NORTH CAROLINA
WAKE COUNTY

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THIS DECLARATION, made this 12th day of September, 1967, by ELDORADO ENTERPRISES, INCORPORATED, a North Carolina corporation, hereinafter called Declarant;

WITNESSETH: That

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the County of Wake, State of North Carolina, and is more particularly described as follows:

> Being all of lot nos. 9 - 17 inclusive in Block A; Lots nos. 1-20, inclusive in Block C and Lots nos. 1 - 24 inclusive in Block D; Lots nos. 1 - 14 inclusive in Block E. According to platt entitled "Hickory Hills Subdivision, Eldorado Enterprises, Incorporated, Owner, Raleigh, North Carolina", dated September 12, 1967, prepared by Castleberry - Edgerton Company, Engineers, and recorded in Book of Maps 1967, Page 98, Volumn I, Wake County Registry, North Carolina.

ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to

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prevent haphazard and inharmonious improvement of lots; to secure and maintain proper set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. Additional lots in Hickory Hills Subdivision may be subjected to these covenants by appropriate reference to this Declaration.

ARTICLE III

LAND USE AND BUILDING TYPE. 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.

ARTICLE IV

No dwelling shall be permitted on any building unit which dwelling has a ground floor area of the main structure, exclusive of basement, porches, garages and storage areas, of less than 1200 square feet for a one-story building nor of less than 1100 square feet on the ground floor of a one and one-half story dwelling; provided that dwellings of one and one-half stories shall have at least 250 square feet of finished living area on the second floor, which finishing shall be of materials and workmanship equal to those on the ground floor. Two-story dwellings shall have a minimum of 750 square feet on the first floor and 600 square feet of finished living area on the second floor. Split-level houses shall have a minimum floor area of 1200 square feet, exclusive of basement or unfinished area, or shall have a minimum floor area of 1100 square feet, exclusive of basement or unfinished area if the basement level contains additional floor area of at least 250 square feet of living area finished as to workmanship and materials comparable to the remaining level or levels.

ARTICLE V

No sign of any kind shall be displayed to the public view on any lot except one sign of more more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE VI

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 30 feet, provided, however, that on a

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corner lot, a dwelling may be located not nearer than 20 feet to one street if same is at least 30 feet from the other street. No building shall be located nearer than 10 feet to an interior lot line except that a 5 foot side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purpose of this covenant, eaves and steps shall not be considered 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. Declarant reserves the right to waive minor violations of the setback and side line requirements set forth in this paragraph. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.)

ARTICLE VII

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

ARTICLE VIII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Drainage easements may be relocated from time to time by the owners of the respective lots to accommodate improvements on such lots or the addition of adjacent area to such lots, provided that the relocation of any drainage easement does not thereby adversely affect the drainage of any other lot, or affect the location of a drainage easement on any other lot. Such relocated easements shall be the same width as the original easements.

ARTICLE IX

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

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materials or inventories may be stored upon the premises and no trucks, tractors or inoperable automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE X

TEMPORARY STRUCTURE. No trailer, tent, shack, barn or other outbuilding except a garage for not more than two automobiles shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE XI

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XII

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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.

ARTICLE XIII

ENFORCEMENT. 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.

ARTICLE XIV

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

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IN TESTIMONY WHEREOF, the Declarant has caused this instruement to be executed and its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, by order of its Board of Directors duly given, all as of the day and year first above written.

ELDORADO ENTERPRISES, INCORPORATED

By R. A. Willard Jr.
R. A. Willard, Jr., President

ATTEST:

Mary White
Mary White, Secretary

NORTH CAROLINA
WAKE COUNTY

This 14 day of Sept., 1967, personally came before me, H. A. Underwood III, a Notary Public in and for the County and State aforesaid, Robert A. Willard, Jr., who, being by me duly sworn, says that he is the President of Eldorado Enterprises, Incorporated, that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given, and the said Robert A. Willard, Jr. acknowledged the said writing to be the act and deed of said corporation.

WITNESS may hand and notarial seal, this 14 day of Sept. 1967.

H. A. Underwood III
Notary Public

My commission expires:
12/28/68

STATE OF NORTH CAROLINA
Wake County
The foregoing certificate of H. A. Underwood III Notary Public of Wake County, State of N.C. is adjudged to be correct. Let the instrument with the certificates, be registered.
WITNESS my hand this the 14 day of Sept. 1967
Lucy Lewis
Clerk Superior Court

Filed for Registration at 2:50 o'clock P. M. SEP 14 1967 19___ and Registered in the Office of the Register of Deeds of Wake County, North Carolina, In Book 1784 Page 400
_____, 19___
D. A. Rowland
REGISTER OF DEEDS