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NORTH CAROLINA

WAKE COUNTY

THIS DECLARATION, made this 14th day of October, 1966, by NORTH HILLS, INC., a North Carolina corporation, hereinafter called Declarant;

W I T N E S S E T H: 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 Lots Nos. 1 - 33, inclusive, in Block A; Lots Nos. 1 - 35, inclusive, in Block B; Lots Nos. 1 - 18, inclusive, in Block C; Lots Nos. 1 - 10, inclusive, in Block D; Lots Nos. 1 - 20, inclusive, in Block E; Lots Nos. 1 - 39, inclusive, in Block F; and Lots Nos. 1 - 15, inclusive, in Block G, according to a map of Southgate Subdivision prepared by Castleberry-Edgerton Company, Engineers, recorded in Book of Maps 1966, Volume 2, Page 218 of the Wake County Registry, North Carolina.

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ARTICLE II

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 III

DWELLING SIZE. No dwelling shall be permitted on any lot unless 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, or less than 750 square feet for a dwelling of more than one story.

ARTICLE IV

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than 30 feet, provided, however, that on a corner lot, a dwelling may be located within 20 feet of 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 no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum setback line. For the purpose of this covenant, eaves, steps and open porches 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 V

LOT, AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 60 feet at the minimum

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building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

ARTICLE VI

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 and 5 feet on each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. 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.

ARTICLE VII

NUISANCES. 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 nuisance to the neighborhood.

ARTICLE VIII

TEMPORARY STRUCTURES. 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.

ARTICLE IX

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

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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 X

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 XI

SEVERABILITY. 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 TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in 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.

NORTH HILLS, INC.

By: _____
E. N. Richards, President

NORTH HILLS, INC. CORPORATE SEAL ATTEST: 1963

_____
Pearl D. Whicker, Secretary

NORTH CAROLINA
WAKE COUNTY

This 10th day of November, 1966, personally came before me, Frances J. Mitchell, a Notary Public in and for the County and State aforesaid, E. N. Richards, who, being by me duly sworn, says that he is the President of North Hills, Inc., 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 E. N. Richards acknowledged the said writing to be the act and deed of said corporation.

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WITNESS my hand and notarial seal, this 10th day of November 1966.

Frances J. Mitchell
Notary Public

My commission expires:
November 6, 1968

STATE OF NORTH CAROLINA
Wake County

The foregoing certificate of Frances J. Mitchell
a Notary Public of Wake County, State of N. C.
is adjudged to be correct. Let the instrument
with the certificate be registered.
WITNESS my hand this the 11 day of
November 1966.
Deputy Clerk Superior Court

Filed for Registration at 10:45 o'clock A. M
NOV 11 1966 19___, and registered in the
Office of the Register of Deeds for Wake County
North Carolina, in Book 1742 Page 79
_____, 19___

D. A. Rowland
REGISTER OF DEEDS
Louise S. Forrest DEPUTY.

Probate .25 Paid
Registration $ 5.25 pd