NORTH CAROLINA :
:
WAKE COUNTY :

PROTECTIVE COVENANTS
OF
FOREST HILLS DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS: That E. P. Sauls and wife, Siddie B. Sauls, do hereby covenant and agree to and with all other persons, firms, or corporations now owning or hereafter acquiring any property in the area hereinafter described, that all the lots shown upon the map of a part of Forest Hills Development, which is recorded in the Office of the Register of Deeds of Wake County, N. C., in Book of Maps 1961, at Page 116, and now owned by E. P. Sauls and wife, Siddie B. Sauls, are hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to wit:

1. No lot shall be used except for residential purposes and 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.

2. No building shall be permitted on any lot which has a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than 1200 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story. In the event a one and one half story house is constructed with less than 1000 square feet on the ground floor, the upstars shall be completed. No building shall be erected on any lot in said Development until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to the convormity and harmony of external design with existing structures in the Development, and as to location of the building with respect to topography and finished ground elevation by E. P. Sauls or his designated agent. In the event E. P. Sauls or his designated agent fail to approve or disapprove such design or location within sixty days after said plans and specifications have been submitted to him, such design or location shall be deemed approved. In any event, if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither E. P. Sauls nor his agent shall be entitled to any compensation for services performed pursuant to this covenant. This covenant shall expire and become null and void five years after the death or incompetency of E. P. Sauls.

3. No building shall be located on any lot nearer than 35 feet to the front line, or nearer than 30 feet to any 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 other permitted accessory building located 50 feet or more from the minimum building setback line. For the purpose 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.

4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be placed on any lot having an area of less than 12,000 square feet, provided, however, that a dwelling may be erected on any lot as shown on Map of Forest Hills Development recorded in Book of Maps 1961, Page 116, Wake County Registry.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. 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.

7. 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.

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. No Lot shall be used or maintained as a dumping ground for rubbish. 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.

10. No individual water supply shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the dates such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

11. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially and equal to or exceed the minimum requirements for such system as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this State in effect on the date such system is constructed. Approval of such system shall be obtained from the Health Authority having jurisdiction.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, on which date they shall automatically expire; provided, however, that the expiration date may be extended for a period not to exceed 25 additional years by the recording of an instrument so extending. The expiration date in the Office of the Register of Deeds of Wake County, said instrument to be executed by the owners of a majority of the lots in said subdivision and to be recorded after the 30th day of November, 1991, and prior to January 1, 1992.

IN TESTIMONY WHEREOF, the said E. P. Sauls and wife, Siddie B. Sauls, have hereunto set their hands and seals, this the 17 day of January, 1962.

E. P. Sauls (SEAL)
E. P. SAULS

Siddie B Sauls (SEAL)
SIDDIE B. SAULS

NORTH CAROLINA

WAKE COUNTY

I, [illegible], a Notary Public in and for the above named County and State, do hereby certify that E. P. Sauls and wife, Siddie B. Sauls, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 17 day of January, 1962.

[illegible]
Notary Public

expires: 3-10-62

STATE OF NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of S. J. Sauls 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 21 day of January, 1962

Edythe W. Thurston Deputy
Clerk Superior Court

Filed for registration at 10:10 A.M. o'clock 29 day of Jan. 1962 and registered in the office of the Register of Deeds for Wake County, in Book 1491, Page 504, 19

B. McKenzie Jr. Deputy W. T. Booker
Register of Deeds