NORTH CAROLINA)
)
WAKE COUNTY )

PROTECTIVE COVENANTS OF FOREST HILLS DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS: That E. P. Seals and wife Siddie B. Seals 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 Plat Book 1953 at page 121 and 122, and now owned by E. P. Seals and wife Siddie B. Seals 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 dwellings 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 900 square feet for a one-story dwelling, nor less than 800 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 900 square feet on the ground floor, the upstairs shall be completed.

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 11,000 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 1953, page 121 and 122 Wake County Registry.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

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 system 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 date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

BK001148PG00447



Protective covenants of Forest Hills Development.

Page #2

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 their 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 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, 1990, 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, 1989, and prior to January 1, 1990.

13. 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.

14. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which xxxx shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said E. P. Sauls and wife Siddie B. Sauls have hereunto set their hands and seals, the day and year first above written.

E P Sauls (SEAL)

Mrs Siddie B Sauls (SEAL)

NORTH CAROLINA
WAKE COUNTY

I, S J Sauls, Notary Public, do hereby certify that E. P. Sauls and wife Siddie B. Sauls this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposestherein expressed.

Witness my hand and notarial seal, this 30 day of March 1954.

S J Sauls

My commission expires: 3-8-1956

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 2 day of April 19 54

Lucy Rees
Deputy Clerk Superior Court

Filed for Registration at 2:00 o'clock P.M. Apr. 2 1954 and Registered in the Office of the Register of Deeds of Wake County, North Carolina, in Book 1148 Page 446

19

Register of Deeds