



NORTH CAROLINA
WAKE COUNTY

BOOK 1750 PAGE 01

THIS DECLARATION, made this 12th day of January , 1967 by SPRINGDALE ESTATES, INC., a North Carolina corporation with its principal office in Wake County, North Carolina, 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 various 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, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 24, 25, 26, 27, 42, 43, 44 and 45 according to a map of Springdale Estates, Section 1A, prepared by Smith & Smith, Engineers of Apex, North Carolina, and recorded in Book of Maps 1966, Page 200 of the Wake County Registry, North Carolina.

BOOK 1750 PAGE 02

No property other than that described above shall be deemed subject to this Declaration until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

The real property described in Article I hereof is hereby 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 location thereof on lots; to 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 enhance the values of investments made by purchasers of lots therein.

ARTICLE III

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or be permitted to

BOOK 1750 PAGE 03

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 three cars (which garage may contain servants quarters).

ARTICLE IV

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plat showing the location of such building, have been approved in writing as to conformity 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 an architectural committee composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations 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. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE V

No building shall be located on any lot other than a corner lot less than 50 feet from the front lot line. No building shall be located less than 20 feet from any side lot line, except that a detached garage may be placed 15 feet from a side lot line, provided such detached garage is located at least as far back from the front lot line as the rear of the residence. The location of any building on a corner lot in this subdivision

BOOK 1750 PAGE 04

shall be fixed by the architectural committee, referred to in Article IV hereof, and said committee shall also approve the location of buildings on all lots in the subdivision, provided the building set-back lines stated above are observed. Declarant reserves the right to waive minor violations of the set-back and side line requirements set forth in this paragraph. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.)

ARTICLE VI

No single story residential structure which has an area of less than 1,600 square feet, exclusive of porches, breeze-ways steps and garages, shall be erected or placed or permitted to remain on any lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 1,300 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VII

No lot or combination of lots shall be re-subdivided in such a manner that will result in there being more than the present number of lots shown on said recorded plat.

ARTICLE VIII

No noxious or offensive trade or 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. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored upon the premises and no trucks or tractors 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 IX

No trailer, tent, shack, barn or other outbuilding, except a private garage complying with Article III hereof, 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, except for domestic servants employed by the owner of the lot upon which said garage is located.

ARTICLE X

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

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend nearer the front lot line than the minimum building set-back lines established herein except upon approval by the committee provided in Article IV hereof.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner and no parking will be permitted on the streets.

ARTICLE XIII

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, 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 covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of

BOOK 1750 PAGE 06

the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision 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 it, her, him, or them from so doing or to recover damages or other dues for such violation.

ARTICLE XIV

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.

ARTICLE XV

The recorded subdivision plat referred to above designates a well easement with a radius of 100 feet from the center of the well, which easement affects lots 11, 43 and 44. No use shall be made of the portions of said lots lying within said easement which would in any way contaminate or adversely affect the quantity or quality of the water in said well. The restrictions in this Article XV shall terminate at such time as all of the lots served by said well are provided water by the water distribution system of any municipality.

IN TESTIMONY WHEREOF, SPRINGDALE ESTATES, INC. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to

BK001750PG00007

BOOK 1750 PAGE 07

be hereto affixed, all by order of its Board of Directors duly given, as of the day and year first above written.

SPRINGDALE ESTATES, INC.

By Lester C. O'Neal
Lester C. O'Neal, President



Jessie S. O'Neal
Jessie S. O'Neal, Secretary

NORTH CAROLINA
WAKE COUNTY

This 12th day of January, 1967, personally appeared before me, Opelia K. Noble, a Notary Public in and for the County and State aforesaid, Lester C. O'Neal, who, being by me duly sworn, says that he is the President of Springdale Estates, 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 Lester C. O'Neal acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this 12th day of January, 1967.



Opelia K. Noble
Notary Public

My Commission Expires: 9/67

Filed for Registration at 10:30 o'clock A.M. on January 13, 1967, and registered in the Office of the Register of Deeds for Wake County, North Carolina, Book 1750 Page 1

STATE OF NORTH CAROLINA
Wake County
The foregoing certificate of Opelia K. Noble
A 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 13th day of January, 1967.
Opelia K. Noble
Deputy
Clerk Superior Court

Richard A. Suggan
REGISTER OF DEEDS
DEPUTY

NORTH CAROLINA

WAKE COUNTY

BOOK 1778 PAGE 691

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS made this 25th day of July, 1967 by SPRINGDALE ESTATES, INC., a North Carolina corporation, F. ROLAND DANIELSON, INC., a North Carolina corporation, KATHARINA D. ERDELYI (Unmarried), RODERICK M. DUNCAN and wife, MILDRED M. DUNCAN, JAMES W. OSBERG and wife, CATHERINE G. OSBERG and MONTGOMERY L. WEBSTER and wife, VIRGINIA A. WEBSTER, all of Wake County, North Carolina, hereinafter called Declarants;

W I T N E S S E T H : That

WHEREAS, the Declarants are the owners of all of the real property described in Article I of that certain Declaration dated January 12, 1967, recorded in Book 1750, Page 1 of the Wake County Registry, and Declarants desire to amend the protective covenants set forth in said Declaration as hereinafter provided.

NOW, THEREFORE, the Declarants hereby declare that Article VI of said protective covenants is hereby amended to read as follows:

"ARTICLE VI

No single story residential structure which has an area of less than 2,200 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any of Lots Nos 7-17 inclusive according to said recorded plat, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 1,450 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any of said lots. No single story residential structure which has an area of less than

1,900 square feet, exclusive of porches, breeze-ways, steps and garages shall be erected or placed or permitted to remain on any other lot shown on said recorded plat, and no story and one-half, two story or two and one-half story structure which has a ground floor area of less than 1,350 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any of said other lots."

Except as hereby amended, said Declaration dated January 12, 1967 shall remain in full force and effect.

IN TESTIMONY WHEREOF, SPRINGDALE ESTATES, INC. and F. ROLAND DANIELSON, INC. have each caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, and the individual parties hereto have hereunto set their hands and seals, as of the day and year first above written.

SPRINGDALE ESTATES, INC.

By: Lester C. O'Neal
Lester C. O'Neal, President

ATTEST:

Jesse S. O'Neal
Jesse S. O'Neal, Secretary



F. ROLAND DANIELSON, INC.

By: F. Roland Danielson
President

ATTEST:

Margie M. Danielson
Secretary



Katharina D. Erdelyi (SEAL)
Katharina D. Erdelyi

Roderick M. Duncan (SEAL)
Roderick M. Duncan

Mildred M. Duncan (SEAL)
Mildred M. Duncan