

NORTH CAROLINA BOOK 1855 PAGE 125
WAKE COUNTY

THIS DECLARATION, made this 11th day of November, 1968, 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. 20, 21, 22, and 23 according to plat entitled "Springdale Estate, Lester C. O'Neal, Section 1-C, Leesville Township, Wake County, N. C.", dated November 4, 1968, prepared by Castleberry-Edgerton Co., Consulting Engineers and recorded in Book of Maps 1968, Volume 2, Page 195, Wake County Registry, North Carolina.

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 setbacks 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 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 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. (Viola-

tions 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 1,900 square feet, exclusive of porches, breeze-ways, steps and garages shall be erected or placed or permitted to remain on any 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 lots.

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 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.

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 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.

ATTEST:

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

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



NORTH CAROLINA
WAKE COUNTY

This ^{Recorded} 19th day of November, 1968, personally appeared before me, ^{Recorded} Geraldine J. Kelly, 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.

^{Recorded} WITNESS my hand and notarial seal, this 19th day of November, 1968.

Geraldine J. Kelly
Notary Public

My Commission Expires: _____



NORTH CAROLINA--WAKE COUNTY
The foregoing certificate _____ of _____

Geraldine J. Kelly

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1855, Page 125.
This 19 day of Dec., 1968, at 3:05 o'clock P. M.
J. A. ROWLAND, Register of Deeds.
By Alice J. Dear
Deputy Register of Deeds