

NORTH CAROLINA

WAKE COUNTY

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PROTECTIVE COVENANTS
OF
IRON GATE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that E. S. Conroy, a free trader and Charles Davis and wife, Mabel Davis as owners, being all of the persons, firms or corporations owning or having any interest in those lands located in White Oak Township, Wake County, North Carolina, designated as Iron Gate Subdivision, a map of which is recorded in Book of Maps 1969, page 156, Wake County Registry do hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any of the area included within those lots hereinafter designated as Lots 1-57 inclusive of Iron Gate Subdivision according to map recorded in Book of Maps 1969, page 156, Wake County Registry, that said lots are subjected to the following restrictions as to the use thereof, running with said properties by whomsoever, to wit:

1. A building unit shall consist of a tract of land within the area embraced by Lots 1-57 inclusive of Iron Gate Subdivision according to map recorded in Book of Maps 1969, page 156, Wake County Registry, having a width at the street frontage of not less than 75 feet and an area of not less than 20,000 square feet, or each of Lots 1-57 inclusive and every part thereof, as shown on map of Iron Gate Subdivision, recorded in Book of Maps 1969, page 156, Wake County Registry, without regard to the width or square footage of said lots.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lots 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.

3. No dwellings shall be permitted on any lot having a ground floor area of the main structure exclusive of one-story open porches and garages or car ports of less than 1100 square feet for a one-story dwelling nor less than 800 square feet of ground floor area for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front lot line than 40 feet nor nearer to any side street line than 20 feet. No building or structure shall be located nearer than 10 feet to an interior lot line. However, no side yard shall be required for a garage or other permitted accessory building located 130 feet or more from the street line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of any building, but this may not be construed to permit any portion of a building on a building unit to encroach on another building unit.

5. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet, PROVIDED: a dwelling may be erected on any numbered lot as shown on the subdivision plat.

6. No noxious or offensive 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 mobile home or truck-cargo trailer shall be allowed to be placed or parked on any lot. No sign or bill board shall be placed, erected or maintained on any lot.

7. No structure of a temporary character, mobile home of any size, 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 domestic pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. No house shall be constructed with the outside walls being block or artificial siding of any description.

10. 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. These covenants may be extended or modified by an instrument record prior to the termination of these covenants and signed by one or more of the then owners of a majority of the lots affected by these covenants. For the purpose of such instrument, a husband and wife owning any lot or lots as tenants by the entirety shall be deemed to be two owners.

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11. The violation of any of covenants 3, 4 or 5 involving a variation of not more than 10 per cent of the required footage or distance may be waived by a recorded instrument signed by the then owners of a majority of the lots or building unit abutting the lot or building unit in violation of such covenant or covenants or upon which a structure has been placed which is in violation of such covenants.

12. Enforcement of these covenants 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 therefor.

13. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said E. S. Conroy and Charles Davis and wife, Mabel Davis, have hereunto set their hands and seals on this the 29 day of June, 1969.

E. S. Conroy (SEAL)
E. S. Conroy

Charles Davis (SEAL)
Charles Davis

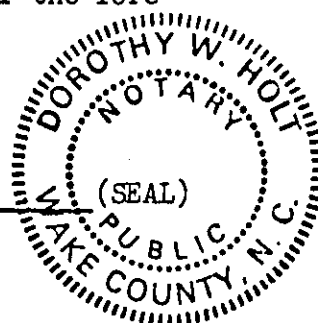
Mabel Davis (SEAL)
Mabel Davis

NORTH CAROLINA
WAKE COUNTY

I, Dorothy W. Holt, a Notary Public in and for said State and County, do hereby certify that E. S. Conroy and Charles Davis and wife, Mabel Davis, each 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 23rd day of June, 1969.

Dorothy W. Holt
Notary Public



My commission expires:

August 27, 1970

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of Dorothy W. Holt

Notary Public is

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1883 Page 23

This 24 day of June, 1969, at 1:40 o'clock P.M.

L. A. ROWLAND, Register of Deeds.

By J. G. Greene
Deputy Register of Deeds