

STATE OF NORTH CAROLINA,  
COUNTY OF WAKE.

I, S. J. Keith, notary public of said county, do hereby certify that Dorothy Davis Hulick and her husband, Henry Hulick, Jr., grantors, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Let the said deed and this certificate, be registered.

Witness my hand and seal this the 24th day of Sept, 1946.

S. J. KEITH  
NOTARY PUBLIC.

(NOTARIAL SEAL) My commission expires March 22, 1947.

STATE OF NORTH CAROLINA:  
WAKE COUNTY.

The foregoing Certificate (s) of P. L. Stokes, a notary public of Wilson County, State of North Carolina, Jas. T. Dampier, a notary public of Cook County, State of Georgia, R. F. Chamberlain and Dorothy M. Olsen, notaries public of Palm Beach County, State of Florida, Chas. F. Duisenberg, a notary public of San Francisco County, State of California, J. W. Maupin, a notary public of Norfolk County, State of Virginia, Faye Frasier, a notary public of Pender County, State of North Carolina, and S. J. Keith, a notary public of Wake County, State of North Carolina, are adjudged to be in due form and correct. Let the instrument with the certificates be registered.

Witness my hand this the 22nd day of November, 1946.

HELEN CONYERS  
Deputy C.S.C., Wake County, N. C.

Filed for registration at 12:30 o'clock, P.M., 22nd day of November, 1946, and registered in the office of the Register of Deeds for Wake County, in Book 953, page 299, December 4th, 1946.

HUNTER ELLINGTON, Register of Deeds,  
By: Jas. A. Rowland Deputy.

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:: " PROTECTIVE COVENANTS" ::

:: FUQUAY HOMES INCORPORATED ::

PROTECTIVE COVENANTS

:: TO ::

NORTH CAROLINA,

:: FUQUAY HOMES INCORPORATED ::

WAKE COUNTY.

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KNOW ALL MEN BY THESE PRESENTS:

That Fuquay Homes Incorporated does hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any property in the area hereinafter described, that all of the lots shown upon the map of Hillside Park of the Fuquay Homes Incorporated, which is recorded in the office of Register of Deeds in Wake County, North Carolina, in Plat Book 1945, page 59, and now owned by said Fuquay Homes Incorporated, are hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to wit:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1960, 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 it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs 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 development or sub-division 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 him or them from so doing or to recover damages or other dues for such violation.

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

A. All lots in the tract shall be known and described as residential lots.

No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling or not to exceed two stories in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Robert A. Cotten and R. E. Aiken or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 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. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1960. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat.

In any event, no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 15 feet to any side street line; No building, except a detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6500 square feet or a width of less than 60 ft. at the front building setback line, except that a residence may be erected or placed on lots Nos. 13 as shown on the recorded plat.

E. 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.

F. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. No dwelling costing less than \$2500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half, or two story structure.

I. No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

IN TESTIMONY WHEREOF said Fuquay Homes Incorporated has caused this instrument to be executed in its name for the purposes herein expressed.

FUQUAY HOMES INCORPORATED,

(CORPORATE SEAL)

BY: R. E. AIKEN (SEAL)

ATTEST:

J. D. JOHNSON, Secretary.

NORTH CAROLINA,

WAKE COUNTY.

This 12th day of October, 1946, personally came before me W. B. Yates, a notary public of Wake County, J. D. Johnson, who, being by me duly sworn, deposes and says that he knows the common seal of the Fuquay Homes Incorporated and is acquainted with R. E. Aiken who is president of said corporation, and that he, the said J. D. Johnson, is secretary of the said corporation and saw the said president sign the foregoing instrument and that he, the said J. D. Johnson, secretary as aforesaid, affixed said seal to said instrument and that he, the said J. D. Johnson, signed his name in attestation of the execution of said instrument in the presence of said president of said corporation.

Witness my hand and notarial seal this 12th day of October, 1946.

W. B. YATES  
NOTARY PUBLIC.

(NOTARIAL SEAL) My commission expires Dec. 18, 1947.

STATE OF NORTH CAROLINA, WAKE COUNTY.

The foregoing certificate of W. B. Yates, 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 16th day of October, 1946.

HELEN CONYERS  
Deputy C.S.C.

Filed for registration at 9 o'clock A.M., October 16th, 1946  
and registered in the office of the Register of Deeds for Wake County, North Carolina,  
in Book 953, page 302, December 4th, 1946.

HUNTER ELLINGTON, Register of Deeds,

By Jas. A. Rowland Deputy. ✓

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:: " QUITCLAIM DEED " ::

:: WACHOVIA BANK AND TRUST CO., ADMR. ::

:: TO ::

:: W. T. RAGLAND ::

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NORTH CAROLINA,

WAKE COUNTY.

THIS DEED, made this 16th day of  
November, 1946, by the Wachovia Bank and  
Trust Company, a corporation organized  
and existing under the laws of the State  
of North Carolina and having an office  
in the City of Raleigh, Wake County, North  
Carolina, Administrator c.t.a., d.b.n.  
of the estate of Florence P. Tucker,

deceased, party of the first part, to W. T. Ragland of Wake County, North Carolina, party  
of the second part,

WITNESSETH: THAT, WHEREAS, Mrs. Florence P. Tucker died in the  
year 1909 a resident of Wake County, North Carolina, and by her will, dated November 29,  
1909, duly admitted to probate on December 14, 1909, in the office of the Clerk of the  
Superior Court for Wake County and found of record in Book of Wills "G", at page 52, said  
Clerk's office, Thomas B. Womack and Cary K. Durfey were named and appointed as  
executors and trustees of the estate of the said Florence P. Tucker, deceased, and  
qualified as such executors and trustees on December 14, 1909; and Thomas B. Womack, co-  
executor and trustee as aforesaid, died in about the year 1910, leaving the said Cary K.  
Durfey as sole surviving executor and trustee; and,

WHEREAS, in Special Proceeding #4316 in the office of the Clerk of  
the Superior Court for Wake County, North Carolina, entitled "In the matter of Cary K.  
Durfey, Sole Surviving Executor and Trustee of the estate of Florence P. Tucker, deceased",  
an order was entered on September 12, 1930, appointing the Wachovia Bank and Trust  
Company to succeed the said Cary K. Durfey in the administration of the estate of  
Florence P. Tucker; and letters of administration with the will annexed de bonis non