

RECORD OF POOR QUALITY  
DUE TO CONDITION OF  
ORIGINAL DOCUMENT

.....

:: "AGREEMENT RE PROTECTIVE COVENANTS" ::

:: CHARLES LEROY MEDLIN & WIFE, AZELENE H., ETALS :: NORTH CAROLINA

:: TO :: WAKE COUNTY

:: PROPERTY OWNERS SUNSET HILLS, EXTENDED :: KNOW ALL MEN BY THESE PRESENTS, That

..... Charles LeRoy Medlin and wife, Azelene H.

Medlin, and J. E. Herring, Widower, do hereby  
covenant and agree to and with any other persons,  
firms or corporation, now owning or hereafter  
acquiring any property in the area herein-  
after described, that all the numbered lots  
from 1 to 50 inclusive shown upon that  
certain revised map of Sunset Hills Extended,

Baker Land, property of C. L. Medlin and wife made by L. E. Wooten, Engineer, September 17, 1946,  
recorded in Book of Maps 1946, at page 23, Wake County Registry, and now owned by Charles  
LeRoy Medlin and wife, Azelene H. Medlin, and J. E. Herring, are hereby subjected to the following  
restrictions and protective covenants 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, 1975, at which time said covenants shall be  
automatically **extended** for successive periods of ten 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 subdivision to prosecute any proceed-  
ings 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.

1. All lots in the tract shall be known and described as residential lots, except Lots #1,  
2, 3, 4, 25, and 26 which may be used for retail business. No structures shall be erected,  
altered, placed, or permitted to remain on any residential building plot other than one dwelling  
not to exceed two and one-half stories in height and a private garage for not more than two  
cars and other outbuildings incidental to residential use of the plot.

2. 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 10 feet to any side street line. No building, except a detached garage or other  
outbuilding located 90 feet or more from the front lot line, shall be located nearer than  
5 feet to any side lot line.

3. No residential structure shall be erected or placed on any building plot, which plot  
has an area of less than 9500 square feet or a width of less than 60 feet at the front building  
setback line, except that a residence may be erected or placed on Lots Nos. 32, 38, and 44 as  
shown on the recorded plat.

4. 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.

5. 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.

6. No dwelling costing less than \$3500.00 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 500 square feet in the case of a one and one-half, two, or two and one-half story structure.

7. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

8. No person 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.

9. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owners of this subdivision other than those properties to which these restrictive covenants specifically apply.

IN TESTIMONY WHEREOF, the said Charles LeRoy Medlin and wife, Azelene H. Medlin, and J.E. Herring, widower, have hereunto set their hands and seals, this the 26 day of June, 1947.

CHARLES LEROY MEDLIN (SEAL)

AZELENE H. MEDLIN (SEAL)

J. E. HERRING (SEAL)

NORTH CAROLINA

WAKE COUNTY

I, Lonnie D. Small, a Notary Public in and for said County and State, do hereby certify that Charles LeRoy Medlin and wife, Azelene H. Medlin, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial Seal, this 30 day of June, 1947.

LONNIE D. SMALL  
NOTARY PUBLIC

(NOTARIAL SEAL) My commission expires 1/6/49.

NORTH CAROLINA

WAKE COUNTY

I, Lonnie D. Small a Notary Public in and for said County and State, do hereby certify that J. E. Herring, widower, personally appeared before me this day and acknowledged, the due execution of the foregoing instrument.

WITNESS My hand and notarial seal, this 30 day of June, 1947.

LONNIE D. SMALL  
NOTARY PUBLIC

(NOTARIAL SEAL) My commission expires 1/6/49.

STATE OF NORTH CAROLINA

WAKE COUNTY

The foregoing certificates of Lonnie D. Small 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 11 day of July, 1947.

HELEN CONYERS  
DEPUTY C.S.C.

Filed for Registration at 10:50 o'clock A.M., July 11, 1947 and registered in the office of the Register of Deeds for Wake County, North Carolina, in Book 977, page 49, August 25, 1947.

HUNTER ELLINGTON, Register of Deeds,  
By [Signature] Deputy.

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:: " D E E D " ::

:: F. K. ELLINGTON & WIFE, ELIZABETH W. :: STATE OF NORTH CAROLINA

:: TO :: COUNTY OF WAKE

:: ED HUGH LEE :: THIS DEED, made this 30th day of November, A.D.

..... 1923, by F.K. Ellington, and wife, Elizabeth W. Ellington, of Wake County, State of North Carolina parties of the first part, to Ed Hugh Lee, of Wake County, State of North Carolina, party of of the second part;

W\_I\_T\_N\_E\_S\_S\_E\_T\_H:

THAT said parties of the first part, in consideration of the sum of TEN DOLLARS and other valuable considerations, to them paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey to said party of the second part, his heirs and assigns, a certain tract or parcel of land in Raleigh Township, Wake County, State of North Carolina, and bounded as follows, viz;

Being Lot No. 38, according to a certain map made by Riddick & Mann, C.E., which map is registered in Book 1911 page 58, in the office of the Register of Deeds of Wake County.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging, to the said party of the second part, his heirs and assigns, to his only use and behoof forever.

AND the said parties of the first part, for themselves and their heirs, executors and administrators, covenant with said party of the second part, his heirs and assigns, that they are seized of said premises in fee and have a right to convey in fee simple; that the same are free and clear from all encumbrances,

IN TESTIMONY WHEREOF, the said F. K. Ellington and wife, Elizabeth W. Ellington, have hereunto set their hands and seals, the day and year first above written.

(NO REV.)

F. K. ELLINGTON

(SEAL)

ELIZABETH W. ELLINGTON

(SEAL)