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:: "RESTRICTIVE COVENANTS" ::

:: ELLEN F. SASSER ::

:: TO :: NORTH CAROLINA

:: PURCHASERS OF LOTS :: WAKE COUNTY

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KNOW ALL BY THESE PRESENTS: THAT ELLEN F. SASSER, WIDOW OF J. W. SASSER, DECEASED, DOES HEREBY COVENANT AND AGREE TO AND WITH ANY OTHER PERSONS, FIRMS OR CORPORATIONS, NOW OWNING OR HEREAFTER ACQUIRING ANY PROPERTY IN THE AREA HEREINAFTER DESCRIBED, THAT ALL THE NUMBERED LOTS SHOWN UPON THAT CERTAIN MAP OF THE SASSER HOMES ADDITION, WHICH IS RECORDED IN THE OFFICE OF REGISTER OF DEEDS OF WAKE COUNTY, N. C. IN BOOK OF MAPS 1938 PAGE 110, AND NOW OWNED BY ELLEN F. SASSER, ARE HEREBY SUBJECTED TO THE FOLLOWING RESTRICTIONS AS TO THE USE THERE-OF, RUNNING WITH SAID PROPERTIES BY WHOMSOEVER OWNED, TO WIT:

(1) 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 AND ONE-HALF STORIES IN HEIGHT AND A PRIVATE GARAGE FOR NOT MORE THAN 2 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. NO BUILDING, EXCEPT A DETACHED GARAGE OR OTHER OUTBUILDING LOCATED 65 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 7000 SQUARE FEET OR A WIDTH OF LESS THAN 60 FEET AT THE FRONT BUILDING SETBACK LINE.

(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 \$3000 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 550 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 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.

(9) THAT UNTIL SUCH TIME AS MUNICIPAL SEWERAGE SYSTEM IS AVAILABLE, SEWAGE DISPOSAL SHALL ONLY BE BY SEPTIC TANK TO MEET THE APPROVAL OF THE N. C. STATE BOARD OF HEALTH. AS SOON AS MUNICIPAL SEWERAGE SYSTEM IS AVAILABLE, NO MORE SEPTIC TANKS SHALL BE INSTALLED AND SEWAGE DISPOSAL SHALL ONLY BE BY SAID MUNICIPAL SYSTEM.

(10) THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 1968, 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.

(11) IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE XXXXX 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 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.

(12) 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.

THE AREA OF LAND COVERED IN THIS CONTRACT AND AGREEMENT EMBRACES ALL OF THE LOTS NUMBERED FROM 1 TO 20, CONSECUTIVELY ON THE PLAT REFERRED TO HEREIN, TO-WIT: PLAT RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAKE COUNTY, N. C. IN BOOK OF MAPS 1938 AT PAGE 110.

IN WITNESS WHEREOF THE SAID ELLEN F. SASSER HAS HEREUNTO SET HER HAND AND SEAL THIS 25TH DAY OF NOVEMBER, 1940.

ELLEN F. SASSER

(SEAL)

NORTH CAROLINA

WAKE COUNTY

I, MARY N. SMITH, NOTARY PUBLIC FOR AND IN THE ABOVE STATE AND COUNTY DO HEREBY CERTIFY THAT PERSONALLY APPEARED BEFORE ME THIS DAY ELLEN F. SASSER (WIDOW) AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING CONTRACT AND AGREEMENT, FOR ALL INTENTS AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL. THIS 25TH DAY OF NOVEMBER 1940.

MARY N. SMITH

NOTARY PUBLIC

(NOTARIAL SEAL) MY COMMISSION EXPIRES FEB. 8, 1942.


STATE OF NORTH CAROLINA
WAKE COUNTY

THE FOREGOING CERTIFICATE OF MARY N. SMITH 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 25 DAY OF NOV. 1940.

W. C. DOWD
DEPUTY CLERK SUPERIOR COURT

FILED FOR REGISTRATION AT 12:30 O'CLOCK P. M. NOV. 25TH 1940 AND REGISTERED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAKE COUNTY, NORTH CAROLINA, IN BOOK 853, PAGE 551, DEC. 3RD, 1940.


REGISTER OF DEEDS

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:.....:

:: "SUBSTITUTION OF TRUSTEE" ::

:: NORTH CAROLINA MUTUAL LIFE INSURANCE COMPANY ::

:: TO ::

:: MRS. THELMA KECK ::

.....:

NORTH CAROLINA:
DURHAM COUNTY :

TO THE NORTH CAROLINA
MUTUAL LIFE INSURANCE COMPANY, HOLDER
AND/OR OWNER OF ALL OR A MAJORITY IN
AMOUNT OF THE NOTES OR BONDS SECURED
BY DEED OF TRUST EXECUTED ON OR
ABOUT THE 15 DAY OF DECEMBER, 1924,
BY THE HOUSEHOLD OF RUTH HOLDING
COMPANY, A CORPORATION, TO E. R.
MERRICK, TRUSTEE:

I HEREBY NOTIFY YOU
THAT I DECLINE TO ACT AS TRUSTEE IN THE ABOVE MENTIONED DEED OF TRUST RECORDED IN BOOK 464,
PAGE 513, REGISTRY OF WAKE COUNTY. I HEREBY RESIGN SAID TRUSTEESHIP AND REQUEST THAT YOU
APPOINT A SUBSTITUTE TRUSTEE TO ACT IN MY PLAGE AND STEAD.

THIS THE 20TH DAY OF NOVEMBER, 1940.

E. R. MERRICK
TRUSTEE

WITNESS:
GENEVA B. LEDBETTER

NORTH CAROLINA:
DURHAM COUNTY :

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, ON OR ABOUT THE 15 DAY OF DECEMBER, 1924, THE HOUSEHOLD OF RUTH
HOLDING COMPANY, A CORPORATION, EXECUTED ITS CERTAIN NEGOTIALE NOTES OR BONDS IN THE
AGGREGATE SUM OF FORTY-FIVE THOUSAND, FIVE HUNDRED (\$45,500.00) DOLLARS, WHICH WERE