

NORTH CAROLINA

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WAKE COUNTY

THIS DECLARATION, made this 22nd day of June, 1965, by LOWRY & KISTLER, INC., a North Carolina corporation with its registered office in the City of Raleigh, North Carolina, hereinafter called Declarant:

WITNESSETH: 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 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 articles of this Declaration is located in the City of Raleigh, County of Wake, State of North Carolina, and is more particularly described as follows:

Being all of lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block "A", and 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block "B", as shown on map entitled "Devonwood Subdivision, Phase 1", dated June 21, 1965, prepared by John A. Edwards, Consulting Engineer, Raleigh, N. C., and recorded in Book of Maps 1965, Page 105, of the Wake County Registry.

ARTICLE II

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half ($2\frac{1}{2}$) stories in height and a private garage for not more than two cars.

ARTICLE III

No structure shall be erected or allowed to remain on any lot having a width of less than seventy (70) feet at the minimum set-back line; nor shall any structure be erected or allowed to remain on any lot having an area less than 13,000 square feet.

ARTICLE IV

No dwelling shall be erected or allowed to remain on any lot if the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than;

1100 square feet in the case of one story structures without finished basement,

or 700 square feet in the case of one and one-half or two story structures,

or 900 square feet of overall foundation area in the case of one story structures with finished basement areas, split level houses, or lower level entry houses.

In no case shall the total floor area of the structure be less than 1100 square feet exclusive of open porches, garages, and unfinished basements.

ARTICLE V

No building shall be erected or allowed to remain on any lot closer than 35 feet to the front lot line as shown on the recorded plat, or in case of a corner lot, closer than 35 feet to the front lot line, or closer than

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20 feet to the side street lot line. No building shall be located nearer than 10 feet to the interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line.

For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, providing, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

ARTICLE VI

Easements for installation and maintenance of utilities and drainage facilities ~~are reserved~~ as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VII

No structure of a temporary character; trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE VIII

No sign of any kind shall be displayed to the public view on any lot

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except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, of signs used by builder to advertise the property during the construction and sale.

ARTICLE IX

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

ARTICLE X

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept ~~except~~ in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XI

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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the then owners of the lots ~~has~~ been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XII

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 of the real property in said Devonwood Subdivision, Phase 1, 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 XIII

The invalidation of any one or more of the foregoing covenants and restrictions by judgement, court order, or otherwise, shall not in any wise effect any of the other covenants and restrictions which shall remain in full force and effect as herein provided for.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.

ATTEST:

LOWRY & KISTLER, INC.

BY:

Secretary

President

NORTH CAROLINA

WAKE COUNTY

This 25th day of June, 1965, personally came before me, Anne B. Pittman, a Notary Public in and for the said County and State, N.C., who, being by me duly sworn, says that he is the President of Lowry & Kistler, Inc., and 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 J. I. Lowry, Jr. acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 25th day of June, 1965.

Anne B. Pittman
Notary Public

My commission expires:

August 19, 1966

FORM 1

NORTH CAROLINA—Wake County.

The foregoing certificate(s) of

Anne B. Pittman

Notary(ies) Public of Wake County, North Carolina, is (are) adjudged to be correct.

Let the said deed and certificate(s) be registered. Witness my hand this the 7 day of July, 1965

Probate Fee 25c paid

Deputy Clerk Superior Court

Filed for registration on the 7th day of July, 1965, at 4:25 o'clock P.M., and duly recorded in the office of the Register of Deeds of Wake County, N. C., in Book 1658, Page 17.
Fee \$ 5.25 paid

J. A. Rowland
Register of Deeds