::

:: "DECLBRATION AND AGREEMENT " ::

:: WHITE BUILDING COMPANY ::

:: TO ::

:: WHITE BUILDING COMPANY ::

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NORTH CAROLINA

WAKE COUNTY

KNOW ALL MEN BY THESE PRESENTS that WHITE BUILDING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office in Raleigh, North Carolina, does hereby covenant and agree for itself, its successors and assigns, with all persons, firms or corporations who may hereafter acquire any interest in or title to any of the property hereinafter described and as an inducement to said persons, firms and corporations to purchase a part of said property, that all of the numbered lots shown on plat of Belvidere Park Addition No. 2, Raleigh, N.C., dated March 1949, revised May 5, 1949, made by Fred W. Habel, recorded in Book of Maps 1948, at page 104, in the office of the Register of Deeds of Wake County, North Carolina, which said numbered lots are now owned by the said White Building Company, are hereby subject to the following restrictive covenants as to the use thereof, which covenants shall run with the said land by whomsoever owned, to wit:

Thes 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 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 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 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 his or them from so doing or to recover damages or other dues for such violation.

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

FIRST: 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 ahy residential building plot other than one detached single family dwelling not to exceed two andone-half stores in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot.

SECOND: No part of any building except porches shall be located nearer

to the front lot line or nearer the side street line than the building setback lines shown on the recorded plat. In any event, no part of any building except porches 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 100 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

THIRD: No residential structures shall be erected or placed on any building plot, which plot has an area of less than 8000 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 lot 114, which shall have a frontage of 50 feet, and a residence may be erected or placed on Lot 110 which does not quite have 8000 square feet in it, and except that this covenant shall not apply to Lot 126 as shown on the said recorded plat.

FOURTH: 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.

FIFTH: 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.

SIXTH: No dwelling costing less than $4000.00 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 550 square feet in the case of a one and one-half, two, or two and one-half story structure.

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

EIGHTH: 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.

IN TESTIMONY WHEREOF, the said White Building Company has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, all by order of its Board of Directors duly given, on this the 11th day of May 1949.

WHITE BUILDING COMPANY
BY: R. SHELTON WHITE
President

(CORPORATE SEAL)

ATTEST: ELIZABETH K. WHITE
Secretary

NORTH CAROLINA

WAKE COUNTY

This is to certify that on the 11th day of May 1949, before me personally came Elizabeth K. White, with whom I am personally acquainted, who, being by me duly sworn, says that R. Shelton White is the president and that she, the said Elizabeth K. White, is Secretary of White Building Company, the corporation described in and which executed the foregoing instrument, that she knows the common seal of said corporation. that the seal

affixed to the foregoing instrument is said common seal and the name of the corporation was subscribed theretoby the said R,Shelton White, President and that the said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and Notarial seal this 11th day of May 1949.

MARY N. SMITH
Notary Public

(NOTARIAL SEAL) MY COMMISSION EXPIRES Feb. 8, 1950

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 11 day of May 1949.

DARLEY STOREY
Deputy C. S. C.

Filed for registration at 3:55 o'clock P. M., May 11, 1949, and registered in the office of the Register of Deeds for Wake County, North Carolina, in Book 1021, page 170, May 12, 1949.

HUNTER ELLINGTON, Register of Deeds
BY Jas. A. Rowland Deputy

" AGREEMENT "

ALDO R. BALSAM

TO

MAY E. TANHAM

THIS INDENTURE, made this 5th day of May 1931, between ALDO R. BALSAM, residing in the Borough of Manhattan, County, City and State of New York, hereinafter called the "Settlor" and MAY E. TANHAM, residing in the City of Plainfield, State of New Jersey, hereinafter called the "Trustee",

W I T N E S S E T H:

WHEREAS, the Settlor proposes to establish a trust upon the terms and conditions following,

NOW, THEREFORE, this agreement witnesseth that in consideration of the sum of in excess of TEN THOUSAND ($10,000.00) Dollars to the Settlor in hand paid by the Trustee