

said Chas. A. Poe as Secretary 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 14th day of July, 1947.

LINDA KIDD  
NOTARY PUBLIC

(NOTARIAL SEAL) My commission expires May 2, 1949.

STATE OF NORTH CAROLINA  
WAKE COUNTY

THE foregoing certificate of Linda Kidd 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 16 day of July, 1947.

HELEN CONYERS  
DEPUTY C.S.C.

Filed for Registration on the 16 day of July, 1947, at 2:55 o'clock P.M., and registered in the office of the Register of Deeds for Wake County, N. C., this 22nd day of July, 1947 in Book 971, of Deeds, on page 264, and verified.

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

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:: " COVENANTS & AGREEMENTS " ::  
:: J. J. FALLON COMPANY, INC. ::  
:: TO ::

NORTH CAROLINA  
WAKE COUNTY

:: J.J.FALLON SUBDIVISION ::  
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KNOW ALL MEN BY THESE PRESENTS, THAT J. J. Fallon Company, Inc., 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 from 16 to 69 inclusive shown upon that certain map of Anderson Heights, Fallon Subdivision No. 2, made by Lambe & Habel, Engineer, September 1945, recorded in Book of Maps 1946, page 19, Wake County Registry, and now owned by J.J. Fallon Company Inc., 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, 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 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 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.

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and other accessory structures customarily incidental to residential use of the plot.

2. No building 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 building shall be located on any residential building plot nearer than 40 feet to the front lot line, nor nearer than 10 feet to any side street line, except Lots 43 through 59 inclusive and 65 through 68 inclusive 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 100 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 10000 square feet or a width of less than 75 feet at the front building setback line, except that a residence may be erected or placed on Lots Nos. 32, 51, 52, 53, 55, 56, 57, 58, and 68 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 \$5000.00 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 900 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

7. 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.

The area of land covered in this contract and agreement embraces all of the lots numbered from 16 to 69 inclusive on the plat referred to herein, to-wit: plat recorded in Book of Maps 1946, at page 19, Wake County Registry.

IN TESTIMONY WHEREOF, the said J. J. Fallon Company, Inc., has caused this instrument to be signed in its corporate name by its President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, all by order of its Board of Directors, on the 3 day of June, 1947.

(CORPORATE SEAL)

ATTEST: MRS. J. G. DURHAM, ASST. SEC.

J. J. FALLON COMPANY, INC.

BY: J. E. THOMAS, PRESIDENT.

NORTH CAROLINA

WAKE COUNTY

THIS 3rd day of June, 1947, personally came before me, Sadye B. Harris a Notary Public of Wake County, North Carolina, Mrs. J. G. Durham, who being by me duly sworn says that she knows the common seal of J.J. Fallon Company, Inc., and is acquainted with J. E. Thomas, who is President of said Corporation, and that she, the said Mrs. J.G. Durham, is the Asst. Secretary of the said corporation and saw the said J. E. Thomas, President, sign the foregoing instrument, and that she, the said Mrs. J. G. Durham, Asst Secretary as aforesaid, affixed said seal to said instrument, and that she, the said Mrs. J.G. Durham, signed her 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 the 3rd day of June, 1947.

SADYE B. HARRIS  
NOTARY PUBLIC

(NOTARIAL SEAL) My commission expires November 4th, 1948.

STATE OF NORTH CAROLINA

WAKE COUNTY

The foregoing certificate of Sadye B. Harris a Notary Public of Wake County, State North Carolina, is adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 6 day of June, 1947.

ESTA S. CALLAHAN  
DEPUTY C.S.C.

Filed for Registration at 1:30 o'clock P.M., June 6, 1947 and registered in the office of the Register of Deeds for Wake County, North Carolina, in Book 971, page 266, July 23, 1947.

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

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:: " D E E D " ::

:: MISS MARTHA MORDECAI, ET ALS :: NORTH CAROLINA

:: TO :: WAKE COUNTY

:: R.E. HYDE & WIFE, PAULINE J. :: THIS DEED, made this 7th day of July, 1947, by

Miss Martha Mordecai, unmarried, Rudolph Turk, unmarried, Gavin H. Dortch & wife, Mabel D. Dortch parties of the first part, to R. E. Hyde & wife Pauline J. Hyde parties of the second part, both of said County and State;

W I T N E S S E T H:

THAT for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) in cash to the said parties of the first part in hand paid by the said parties of the second part, and for other good and valuable considerations, the receipt of all of which is acknowledged the said parties of the first part have bargained and sold, and by these presents do bargain, sell, grant and convey unto the said parties of the second part, their heirs and assigns, all that lot of land situated

BEGINNING at an iron stake on the east side of N. Blount Street 248.1 feet north of the