

NORTH CAROLINA,
Wake county.

On this the 21st day of March, 1940, personally came before me E. F. Beddingfield, a Justice of the Peace of Wake county, North Carolina, Hunter Ellington, who is personally known to me and who being by me first duly sworns says that he is personally acquainted with John F. Swain, and that the the said John F. Swain is Chairman of the Board of County Commissioners of Wake county, and that he, the said Hunter Ellington, is Clerk to the said Board of county Commissioners of Wake county, and that he knows the common seal of Wake County and that he, saw the said John F. Swain, Chairman of the Board of County Commissioners of Wake county as aforesaid, sign the foregoing instrument and he, the said Hunter Ellington, signed his name thereto in attestation thereof and affixed the said common seal of Wake County thereto.

Witness my hand and private seal.

E. F. BEDDINGFIELD, (SEAL)
Justice of the Peace.

NORTH CAROLINA,
Wake county.

I, E. F. Beddingfield, a Justice of the Peace, hereby certify that George U. BAUCOM, Jr., Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed.

Witness my hand and ~~notarial~~ seal, this the 21st day of March, 1940.

E. F. BEDDINGFIELD, (SEAL)
Justice of the Peace.

STATE OF NORTH CAROLINA,
Wake county.

The foregoing certificates of E. F. Beddingfield, a Justice of the Peace of Wake county, N.C., is adjudged to be correct. Let the instrument, with the certificates be registered.

Witness my hand this 21 day of March, 1940.

W. C. DOWD, Deputy Clerk Superior court,

Filed for registration at 1 P.M. March 21, 1940, and recorded in office of Register of Deeds for Wake county in book 833, page 193, March 28, 1940.

HUNTER ELLINGTON, Register of Deeds,

By E. F. Beddingfield Deputy.

.....
:: "D E E D." ::
:: LONGVIEW GARDENS, INC., ::
:: TO ::
:: MRS. M. ELIZABETH BOND. ::
.....

NORTH CAROLINA, Wake County.

WARRANTY DEED.

THIS DEED, MADE this eleventh day of March, 1940, by Longview Gardens, Incorporated, a corporation organized and existing under the laws of the state of North Carolina, with its principal

office in the city of Raleigh, in Wake county, North Carolina, party of the first part to Mrs. M. Elizabeth Bond, of Wake county, North Carolina, party of the second part:

WITNESSETH: That the party of the first part, in consideration of Ten dollars (\$10.00 and other valuable considerations to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has bargained, and sold, and by these presents does grant, bargain, sell and convey unto the said Mrs. M. Elizabeth Bond, her heirs and assigns, a certain tract or parcel of land in Raleigh Township, Wake county, North Carolina, being lot or homesite No.2 in Block 00, and Homesite No.3 in block 00 according to a map of the First Section of Longview Gardens, made by Charles F. Gillette, of Richmond, Va., in November, 1938, and recorded in book of maps 1938, on page 9, Wake county Registry, which lot or Homesite is more particularly described as follows:

Beginning at a stake in the south side of Newbern Avenue, said stake being 314.7 feet from the eastern corner of the intersection of King William Road, and Newbern Avenue; running thence in a southeasterly direction along the line of lot No.1, 171. feet to a stake, said stake being a corner of lots #1, 2, and 16; running thence north 87 degrees 15 minutes east 264.3 feet to a stake, said stake being in the northern line of lot 15; running thence north 75 degrees 30 minutes east 206.2 feet to a stake, said stake being in the northern line of lot 14; running thence in a northwesterly direction 353.5 feet along the line of lot 4 to a stake, said stake being in the southern line of Newbern Avenue; running thence along the line of Newbern Ave. 367.3 feet to the point of beginning.

It is covenanted and expressly agreed by and between the parties hereto as a part of the consideration for the execution and acceptance of this deed, binding upon the party of the first part, its successors and assigns, and upon the party of the second part, her heirs, executors, administrators and assigns, as follows:

PROVISIONS, COVENANTS AND AGREEMENTS PROTECTING AND SAFEGUARDING HOMESITE OWNERS IN LONGVIEW GARDENS.

The Purpose of Longview Gardens, Incorporated, being to develop a residential area (1) especially appealing to "Lovers of the Beautiful in Nature, Architecture and Landscaping," and (2) with a high degree of neighborliness and community spirit, appropriate covenants to this end should be entered into, properly executed, and fairly and equitably carried out.

SECTION 1. MAP. These covenants, restrictions, limitations, provisions and privileges apply to those lands of Longview Gardens, Incorporated, known and designated as Longview Gardens, according to a map prepared by Charles F. Gillette, of Richmond, VA., and dated November 1938 (hereinafter called "The Gillette Map",) which map is recorded in book of Maps 1938, on page 9, Wake county Registry; and the residential building areas designated on said map by Arabic numerals in Block E, F, I, J, K, Q, MM and OO are referred to herein as "Homesite". Additional lands already owned by Longview Gardens, Incorporated, will later be platted and developed in accordance with the same general policies and objectives herein set forth.

SEC. 2. LONGVIEW COUNCIL-- one representative of the owners of Longview Gardens, Homesite (chosen by them in 1940, and biennially thereafter) together with one representative of and selected by Longview Gardens, Incorporated, and a third person selected by the two persons just designated, shall constitute "Longview Council", this Council being charged with the duty of preserving and promoting the beauty and general community welfare of Longview Gardens, and carrying out such other duties as are set forth in these covenants.

RESTRICTIONS REGARDING BUILDING, ET C.,

SEC. 3. RESIDENTIAL USE ONLY.--Longview Gardens Homesites as plotted on said Gillette map shall be for residential purposes only, and not for any form of business or commercial activity. On no Homesite shall there be erected more than one dwelling house, each such home to be designed primarily for single family occupancy, and to be not more than two stories in height; provided, that in addition to such a dwelling house there may be erected on any Homesite, garage and similar outbuildings needed for the service of the owner of the Homesite, including servants' quarters which may be occupied by servants (of any race) employed by occupants of the main dwelling.

SEC. 4. NUISANCES FORBIDDEN.--NO nuisance of any kind shall be maintained or allowed in Longview Gardens, nor shall any use be made thereof or permitted therein which endangers the health, safety, and reasonable quiet of residents.

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SEC. 5. BUILDING COSTS.-- On no Homesite designated by a number on the map referred to in Section 1 shall any dwelling house be erected costing less than seven thousand dollars (based on 1939 average building costs) except that houses costing not less than six thousand dollars on the same basis may be erected on Homesites 18 and 1 to 8 inclusive in Block E., 8 to 16 inclusive in Block F., 8 to 16 inclusive in block I., 3, to 8 inclusive in Block J., and 1, 2, and 3 in Block MM.

SEC. 6. BUILDING LINES, FENCES, ETC.--No structure shall be erected nearer to the road or street on which it fronts than is indicated by the building line shown on the Gillette map dealing with such area or nearer than ten feet to the property line of an adjacent Homesite, except that a garage at the rear of a lot may be extended as near as five feet to the rear property line. Where two building lines are shown for any Homesite, the narrower setback applies to side (not front) of residence unless otherwise permitted by Longview Council. No board or other device for advertisement shall be placed on any Homesite except a "For Rent" or "For Sale" sign not exceeding 2 feet by 3 feet in size. No person shall be buried on any Homesite. No fence will be permitted between a street or road and the property line, nor shall any fence be more than 50 per cent solid (except in the case of Brick or masonry wall) or more than 4 feet high, between the street line and the set back or building line, the restriction not to apply to hedges or ornamental plants. Plans for entranceways between curb line and property line must be approved by Longview Council.

SEC. 7. SEWERS.-- When any dwelling house of any character is built upon any designated Homesite, it shall be connected at the expense of the owner with the sewer line installed on an adjacent street, if any; otherwise with some sanitary sewage disposal system approved by Longview Council and State health authorities and no privy or surface toilet shall be permitted on any Homesite.

SEC. 8. SAFEGUARDING RESIDENTIAL OCCUPANCY.- NO trailer, basement, tent, shack, garage, barn, storage house, or other outbuilding located on or erected in Longview Gardens, shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure shall be moved onto any Homesite without the approval of Longview Council. No servants' house or other Building may be used as a dwelling until the main dwelling house on the Homesite is itself completed.

SEC. 9. SAFEGUARDS IN BUSINESS AREA.- That area or block of land bounded by Newbern Avenue, Colleton Road and Bertie Drive may be used for school, church, park or recreation purposes, or as a neighborhood and community business and shopping center, and buildings may be erected on and within said block for such purposes subject to prior approval by Longview Council of the character or type of activity to be conducted and the type of building in which it is to be carried on. In no event shall a nuisance of any kind be permitted on said land.

RESTRICTIONS SAFEGUARDING BEAUTY OF ARCHITECTURE, LANDSCAPING, ETC.

SEC. 10. Safeguarding Natural Beauty.- Longview Gardens, Incorporated, and the owners of Longview Homesites hereby pledge a mutual and continuing cooperation to develop a community distinguished alike for natural beauty and beauty in landscaping and architecture; to preserve forest growth, and the unusual variety of native trees, shrubs, and wild flowers; and especially to preserve in full flow, clearness, and purity the numerous springs and deep running streams, banks of all streams and lakes to be safeguarded against erosion, with the construction of dams, ponds, pools, or any other changes in stream channels to be in accordance with plans approved by Longview Council. Beetle-infested pines must be promptly removed and cutting of other pines so conducted as not to promote insect ravages on other trees.

SEC. 11. ARCHITECTURAL STANDARDS PROTECTED.- TO achieve and maintain architectural and landscaping beauty, plans for h exterior architecture and painting of any building proposed to be built on any Homesite and landscaping thereof shall be approved by a majority of Longview Council.

RESTRICTIONS SAFEGUARDING OWNERSHIP AND OCCUPANCY OF DWELLINGS.

SEC. 12.- EXCLUSIVE WHITE OCCUPANCY, ETC.,-- With theutmost respect and good will for all groups of people, but realizing that a high degree of homeogenity is necessary for that actively congenial community life desired for Longview Gardens, no land in Longview Gardens shall ever be sold, transferred, conveyed, mortgaged, or leased to, or occupied(servants excepted) by any person who is not wholly Caucasian; and in those Blocks in Longview Gardens, designated by letters of the alphabet, on the recorded maps no land shall be sold, transferred, conveyed, mortgaged, devised, leased, to, or occupied by any person who is not predominantly a descendant of those native North European nation and racial stocks who comprice the bulk of North Carolina's white population(English, Scotch, Welsh, Irish, French, German, Dutch, Swiss, Belgian, Scandana-
vian). In case of any controversy involving this section, the decision of a majority of Longview Council shall be final and binding on all parties concerned.

GENERAL PROVISIONS.

SEC. 13. LIVESTOCK.- No cattle or swine or goats may be kept on any Homesite, nut limited numbers of dogs and cats, also of poultry in secure enclosures, may be kept on any Homesite under reasonable regulations of control and sanitation adopted by Longview Council and designed to prevent any of these from becoming a nuisance to other Homesite owners, and on such Homesites as said council may designate and under its regulations saddle horses(for the service of the owner of the Homesite but not for hire) may be kept.

SEC. 14. RIGHT-OF-WAY FOR UTILITIES.- Longview Gardens, Incorporated, its successors and assigns, shall have and herein and hereby retains a right of way 5 feet in debth next to the back and side lines of each Homesite for pipes, pole lines, wires and anchors, and guys, and condn in connection with supplying water, sewer, light, power, and telephone service, and shall have a and retain the right to cross such areas for installing or repairing all utilities serving residents of Longview Gardens, the exact location of utility lines within such area to ~~(ed-by-Longview_Gardens,-the-exact-location-of-utitty-lines-within-such-area-to)~~ be approved by Longview Council after consultationwiththe Homesite owner and with the due regzrd to landscaping values.

SEC. 15. FURTHER PROVISIONS REGARDING COUNCIL.- In case of the dissolution of Longview Gardens, Incorporated, Longview Council shall consist of three persons sElected by owners of Longview Gardens Homesites (or if a majority of the Homesite owners shall so petition, selected by the the governing body of the city of Raleigh). In every case in these covenants in which the approval of Longview Council is required it is agreed that if Longview Council is not in existence or if said council fails to approve or disapprove within thirty days after written request for such approval has been mailed to each member) of the council, then each forma approval shall not be required(being presumed to have met no objection from any member) pro- vided the proposed building, landscaping, or other improvement is in harmony with the then existing characteristics of the development and does not violate any restrictive covenant.

SEC. 16. RePLOTING.- In case the landscape architects employed by Longview Gardens, Incorporated, find that the beauty or usefulness of Longview Gardens might be increased there- by, Longview Gardens, Incorporated, reserves the right to replot any area shown on the Gillette Map, provided that, such replotting does not alter any Homesite adjoining a Homesite already conveyed in a manner objectionable to the owner of such Homesite.

SEC. 17. RESTRICTIONS HOLD TILL 1965. RESIDENTS MAY RENEW THEM:- These covenants and restrictions are to run with the land and shall be binding on and enforceable by all the parties and all persons claiming under them until January 1, 1965, at which time said covenants and restrictiOs, oher than those of Section 12, shall terminate; provided, however, that on or before said date the covenants and restrictions, herein contained may be extended in whole or in part for any definite additional period by a written declaration of two thirds of the then owners of residential and business property in Longview Gardens, provided such declara- tion is recorded in the office of the Register of Deeds for Wake county, N.C., within six months prior to January 1, 1965.

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SEC. 18. WHITE OCCUPANCY PERPETUAL.- The provisions and the restrictions of Section 12 limiting residential occupancy to persons of the Caucasian race shall be perpetual and permanent.

SEC. 19. INVALIDATION.- Invalidation of any of these covenants by judgment of court or otherwise shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

TO HAVE AND TO HOLD the above described property, together with all privileges and appurtenances thereunto belonging, unto the said party of the second part, her heirs and assigns, to their only use and behoof in fee simple forever.

And the said Longview Gardens, Incorporated, for itself, and its successors and assigns, covenants with said Mrs. M. Elizabeth Bond, her heirs and assigns, that it is seized of said premises in fee, and has the right to convey the same in fee simple; that the same are free and clear of all encumbrances, and that it does hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, said Longview Gardens, Incorporated, has caused these presents to be signed by its president, and its corporate seal hereto affixed, and attested by its secretary, all by authority of its Board of Directors duly given, this the day and year first above written.

(CORPORATE SEAL)
Int. Rev. \$2.00
Attest: WILLIAM D. FOE,
Secretary, Longview Gardens
Incorporated.

LONGVIEW GARDENS, INCORPORATED,
By CLARENCE POE, President.

NORTH CAROLINA,
Wake county.

This 11 day of March, 1940, personally came before me Ruth C. Reynolds, a notary public in and for the aforesaid State and County, William D. Poe, who being by me duly sworn, says that he knows the common seal of Longview Gardens, Incorporated, and is acquainted with Clarence Poe, who is president of said corporation, and that he, the said William D. Poe, is the secretary of said corporation and saw the said president sign the foregoing instrument, and that he, the said William D. Poe, secretary as aforesaid, affixed said seal to said instrument, and that he, the said William D. Poe, as secretary signed his name in attestation of the execution of the said instrument in the presence of said president of said corporation.

Witness my hand and notarial seal, this 11 day of March, 1940.

(NOTARIAL SEAL)
My commission expires:
Dec. 2, 1940.

RUTH C. REYNOLDS, Notary Public.

STATE OF NORTH CAROLINA,
Wake county.

The foregoing certificate of Ruth C. Reynolds, 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 March 22, 1940.

W. C. DOWD, Deputy Clerk Superior Court,

Filed for registration at 9.30 A. M. March 22, 1940, and recorded in office of Register of Deeds for Wake county in book 833, page 194, March 28, 1940.

HUNTER ELLINGTON, Register of Deeds,
By *E. J. Boringfield* Deputy.