

Drawn by & Mail to Seay, Titchener & Horne, Box 18807, Raleigh, NC 27619

PRESENTED
FOR
REGISTRATION

94 JAN -6 AM 9:38

000063
NORTH CAROLINA,
WAKE COUNTY.

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY
DECLARATION AND AGREEMENT
(Restrictive Covenants -
WINDSOR WOODS
A Part of Greystone Village

BK5956FG0227

THIS DECLARATION AND AGREEMENT, Made and executed this 31st day of December, 1993, by AMMONS, INC., a North Carolina corporation;

WITNESSETH; That Ammons, Inc., the owner and developer of the lands hereinafter described, desires to declare and place the restrictions hereinafter set forth upon the lots in the real estate subdivision hereinafter described and upon the development, improvement and use thereof;

NOW, THEREFORE, Ammons, Inc., for itself, its successors and assigns, does hereby covenant and agree with all persons, firms and corporations who or which may 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 the said property, that the property, and each and every lot, described below, is hereby made subject to the following restrictive covenants as to the development and improvement and use thereof, which covenants shall run with the said land and with each and every lot by whomsoever owned, the real property to which these restrictive covenants shall be applicable being described as follows:

All of Lots 1 through 11, and 37 through 47, inclusive, of the subdivision known as WINDSOR WOODS, (a Part of Greystone Village), as shown on the map thereof made by Priest, Craven & Associates, Inc., recorded in Book of Maps 1994, Page 10, Wake County Registry (the "Windsor Woods Map,).

ARTICLE I

The real property hereinbefore described is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erections of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain property set-backs from streets,

and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property; and thereby to enhance the values of investment made by purchasers of lots therein.

The same restrictive covenants recorded in Book 5250 at Page 143 of the Wake County Registry, shall apply to the above-described lots except for Article II and Article V which are deleted and changed to read as follows:

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No buildings or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) an accessory building or structure for storage or other appropriate residential uses, not in excess of 250 square feet in area, which shall be located at least 70 feet from the front property line, or, if the lot abuts two streets, then at least 50 feet from the right-of-way line of each street.

ARTICLE V

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than thirty (30) feet, provided, however, that on a corner lot, a dwelling may be located not nearer than twenty (20) feet to one street if same is at least thirty (30) feet from the other street. No building shall be located nearer than ten (10) feet to an interior lot line except that a five (5) foot side yard shall be permitted for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building set-back line. For the purpose of this covenant, eaves and steps shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Ammons, Inc. reserves the right to waive minor violations of the set-back and side line requirements set forth in this Article. (Violations not in excess of 10% of the minimum requirement shall be deemed minor.)

Except as set out above, the remaining Articles set out in the Declarations for Windsor Woods recorded in Book 5250 at page 143, Wake County Registry, remain in full force and effect.



IN WITNESS WHEREOF, Ammons, Inc. has caused this instrument to be executed in its corporate name by its proper officers and its corporate seal hereunto affixed, all as of the day and year first above written.

AMMONS, INC.

By

John M. Curran
President

Marjorie L. Nield
Assistant Secretary