Rel & Waiver of Set-Back Violation 5-8-84 BK 1015 Pg 11
Rel & Waiver of Set Back Violation 5-21-84 Bk 1075 Pg 876

RESTRICTIVE AND PROTECTIVE COVENANTS

HOLLYBROOK

SECTION

BROGDEN TOWNSHIP, WAYNE COUNTY, N. C.

KNOW ALL MEN BY THESE PRESENTS:

BRIDGERS HOMES, INC., being the owner of all of the property as shown on a map entitled "Hollybrook," Section _____, which is recorded in the Wayne County Registry in Plat Cabinet A, Slide 187 AA, has established a general plan for the improvement and development of such premises and does hereby establish the covenants, conditions, reservations and restrictions upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. These covenants, conditions, reservations, restrictions and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their prospective heirs, personal representatives, successors and assigns until the 1st day of July, 2009, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the land shall sign and record an agreement to change said covenants in whole or in part. The covenants, conditions, reservations and restrictions are as follows:

1. Residential Use: Such lots, and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes and no apartment house, double house, condominium and/or condominiums, lodging house, rooming house, hospital, church, sanitorium or doctor's office, or other multi-family dwelling shall be erected, placed, permitted or maintained on such premises, or any part thereof. No improvement or structure whatever, other than a

It is further provided that no trailer, mobile home or other similar type dwelling shall be permitted or maintained on such premises, or any part thereof.

2. Size of Structures: The minimum space requirements for residences to be constructed on each lot shall be as follows:

One-story dwelling	1,200 sq. ft. (heated space)
Two-story dwelling	1,000 sq. ft. (heated space) on first floor

3. Setback Lines: All structures, including carports, garages, and outbuildings, shall be set back from the front property line on Hollybrook Lane, Pine Grove Land and Deerfield Lane, a minimum of 35 feet. In addition thereto, all structures (excluding outbuildings) but including carports and garages shall be set back a minimum of 20 feet from each side or rear lot line. No structures of any sort shall be built within 10 feet of any side or rear lot line.

4. Division of Lots: No lot or lots shall be divided into parcel or parcels unless it be for the sole purpose of enlarging the properties of adjoining property owners where a vacant lot lies between them.

5. Storage Tanks: Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads or streets. All clotheslines, garbage cans, equipment, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads or streets.

6. Fences and Pump Houses for Wells: No chain link fences or above-ground pump houses for wells may be constructed within the area of the front yard setback line on any lot, said setback line being more fully shown on the plat of "Hollybrook," Section -----, recorded in Plat Cabinet A , Slide 187 AA , and referred to in

7. Underground Electrical Services and Possible Charge for Same: The owners of the real property consisting of this subdivision reserve the right to subject such real property to a contract with Carolina Power & Light Company for the installation of underground electric facilities for service to buildings. This contract may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the purchaser of any lot or lots or his tenant. The continuing monthly payment may be terminated at any time upon payment of a one-time charge subject to the then applicable regulations approved by the state regulatory authority. The subdivision property may also be subjected to a contract with Carolina Power & Light Company for the installation of street lighting which requires a continuing monthly payment.

8. Nuisances: No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Owners of vacant lots shall be required to keep undesirable undergrowth from accumulating on their lot to such a degree that it would be objectionable to the adjoining neighbors or the neighborhood in general.

9. Livestock: No livestock, fowl, or animal of any kind except cats, dogs and other household pets shall be kept or harbored upon any lot.

10. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name

11. Outbuildings: No outbuildings shall be erected or placed on any lot covered by these covenants, except outbuildings which enhance the beauty of the overall permanent landscaping and blend with the permanent home structure.

12. Temporary Structures: Housetrailers and mobile homes are specifically prohibited, including the storage of said trailers and/or mobile homes. Any boats or mobile campers shall be stored behind the building setback line and concealed from view of any street. Under no situation are any boats and mobile campers to be stored nearer than 10 feet to any side or rear lot line.

13. Firearms: No firearms of any make, or weapons of any size or caliber, including pistols, rifles, air rifles or shotguns, shall be fired upon the property for any purpose.

14. Subdivision Ingress: No lot or lots or parts thereon shall be used as right-of-way providing ingress or egress over, across and into the property being developed by Bridgers Homes, Inc., from outside adjoining property without the written consent of Bridgers Homes, Inc.

Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

IN TESTIMONY WHEREOF, BRIDGERS HOMES, INC., has hereunto caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed,

BOOK 985 PAGE 787

NORTH CAROLINA

WAYNE COUNTY

This 25 day of ~~April~~ APRIL, 19~~80~~, personally came before me, Evelyn R. Paul, a Notary Public in and for said County and State, B. S. BRIDGERS, who, being by me duly sworn, says that he is President of BRIDGERS HOMES, INC., and that the seal affixed to the foregoing instrument in writing was signed and sealed by him in behalf of said Corporation, by its authority duly given. And the said B. S. BRIDGERS acknowledged the said writing to be the act and deed of said Corporation.

WITNESS my hand and notarial seal this 25 day of April, 19~~80~~80.

Evelyn R. Paul
Notary Public

My commission expires:

DEC. 12, 1980

EVELYN R. PAUL NOTARY PUBLIC WAYNE COUNTY

NORTH CAROLINA—WAYNE COUNTY

The foregoing certificate of Evelyn R. Paul a notary public is certified to be correct.

Filed for registration this the 29 day of April, 1980, at 12:45 o'clock P M.

MARGARET M. PEACOCK, Register of Deeds

By Hilda Price
Assistant/~~Deputy~~ Register of Deeds

OWEN G. DUNN CO. 26623