

BOOK 2006 PAGE 772

RETURN

TO Bunn

Prepared by and ~~Return to~~ William T. Cozart, Attorney

NORTH CAROLINA ::

WILSON COUNTY ::

NORTH CAROLINA
 WILSON COUNTY
 FILED FOR REGISTRATION
 AT 4:30 O'CLOCK ~~A.M.~~ P.M. 16 DAY OF
Dec 2003 AND RECORDED
 IN BOOK 2006 PAGE 772
Audrey R Neal
 REGISTER OF DEEDS
 By Karen A. Welch, Sp

007659

THIS DECLARATION OF BUILDING RESTRICTIONS executed by Sleepy Hollow Development Company, a North Carolina corporation, this 16th day of December, 2003

WITNESSETH:

WHEREAS, Sleepy Hollow Development Company, hereinafter referred to as "developer", is the owner of a certain real estate development known as Final Plat - Section Two, Pleasant Hope Acres, according to a map thereof recorded in Plat Book 31, Page 126, Wilson County Registry; and

WHEREAS, the developer desires to protect the future owners and occupants of homes and dwellings located in Section Two, Pleasant Hope Acres, from the encroachment of undesirable buildings and undesirable building practices; and desires generally to preserve Section Two, Pleasant Hope Acres, as an area suitable for healthful and pleasant living conditions; and

WHEREAS, the said developer proposes and intends by this instrument to create certain restrictions upon said lots which shall henceforth be binding upon itself, its successors and assigns, upon the respective heirs, successors and assigns, and upon future owners of lots and property within Section Two, Pleasant Hope Acres.

NOW, THEREFORE, in consideration of the premises and for the purposes therein expressed, the said developer does hereby set forth and declare the following restrictions and does covenant and agree to and with all persons, firms and corporations now or hereinafter acquiring any property within Section Two, Pleasant Hope Acres, that the same is now and shall hereinafter be subject to the following conditions and restrictions, to-wit:

1. All lots in Section Two, Pleasant Acres, shall be used for residential purposes only. No

building, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling and a private garage and other outbuildings incidental to residential use; no dwelling shall exceed two and one-half stories in height, except three-story dwellings shall be permitted at the sole discretion of the Architectural Committee in those instances where all the lowest level of such dwelling is subterranean.

The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such construction is impossible or would result in great hardship to the owner or the contractor due to strikes, fires, natural emergency or natural calamities. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

2. No building, fence, wall, mailbox, outside lighting, antenna, satellite dish, entrance marker or pillar, newspaper box, storm window, screen planting, or other improvement shall be erected, placed or altered on any lot until the construction plans, use, specifications, exterior color and finish, plot plan showing the location of the building or structure, drive and parking area, and construction schedule shall have been approved by the Architectural Committee, its successors and assigns. Each such improvement shall be placed on the lots only in accordance with plans and specifications and plot plan so approved. Refusal or approval may be based by the Architectural Committee upon any ground, including purely aesthetic conditions or to preserve healthful and pleasant living conditions, which in the sole and uncontrolled discretion of the Architectural Committee shall deem sufficient. No alterations in the exterior appearance of any building or structure, or any of the aforementioned items, shall be made without like approval by the Architectural Committee.

No signs shall be erected or maintained on the lots unless approved in advance by the Architectural Committee. No trade materials or inventories may be stored upon the lots and no boats, boat trailers, recreational vehicles, campers, or tractors may be stored or regularly parked on the lots unless they are screened from the street and any adjoining lot or stored in an area approved in advance by the Architectural Committee. No trucks or vans, except small one-half ton trucks and one-half ton vans, shall be stored or parked on the lots. All garbage cans, trash, pet pens, pet yards and pet houses, houses for wood, coal, oil and other fuels, clothes racks and clotheslines, above ground exterior air conditioning and heating equipment and other mechanical equipment, and other structures or objects determined by the Architectural Committee to be of an unsightly nature or appearance, shall be screened from view from the street and any adjoining lot. All pumps and other water sources shall be located on the back or side of any house built on a lot if possible. No business activity or trade of any kind whatsoever shall be carried on upon any lot except development construction by developer and construction and improvements as permitted in this Declaration of Building Restrictions.

The Architectural Committee shall be composed of Charles Ralph Hodge and Linda N. Hodge (or one person designated by each) and Brandie Hodge Walser (or a third person designated by her and agreeable to the Hodges). A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor. The members of the Committee shall serve

without compensation.

The Committee's approval or disapproval shall be in writing. In the event that the Committee, or its designated representative, fails to disapprove or approve within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to completion of the improvement, approval will not be required and the related covenant shall be deemed to have been fully complied with.

One copy of all plans, plot plans and related data shall be furnished the Architectural Committee for their records, which are not returnable.

3. For all lots, the total floor area of the main structure, exclusive of porches, basements and garages, shall be not less than 1,700 square feet of enclosed heated living space. The first floor of the main living area of a structure containing more than one story shall not be less than 900 square feet. Notwithstanding the foregoing, however, the first floor of the main living area of a structure containing one and one-half stories shall have not less than 1,200 square feet of enclosed heated living space and the structure shall have a minimum of 1,800 square feet of enclosed heated floor space. When circumstances warrant and prior to the commencement of any construction, the Architectural Committee may grant a variance of up to 10% of any of the above square footage requirements. The Architectural Committee shall not have any such authority after construction has begun. There shall be no manufactured or mobile homes on any lot.

The front street building line setback shall be the same as that set out in the Wilson County Subdivision code.

All driveways and parking areas shall be paved (concrete or asphalt) from the street to each house, except as otherwise permitted in the sole discretion of the Architectural Committee, provided that the apron from the street to the property line is paved with asphalt or concrete and is the same width as the driveway.

4. Any and all of the aforementioned lots may in the future be rearranged by the owners thereof. The term "lot" as used herein, shall refer not only to lots as laid out on the map referred to herein, but also to any rearranged lot as provided for in this paragraph; and the words "lot line" as used herein shall refer not only to the original lot lines on the map but to any new lot lines created by any rearrangement of any existing lot, said new lot lines to be deemed to replace the platted lines of said lot. However, said rearrangement shall not increase the total number of the aforementioned lots.

5. Without the prior written consent of the Architectural Committee, no trees which exceed 24 inches in circumference at a point thereon measured 36 inches from the ground shall be removed or altered.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, or any trailer, basement, tent, shack, barn, or other outbuilding shall be erected or maintained on any lot without the prior written approval of the Architectural Committee and in the event approval is obtained, none of the above shall be used on any lot at any time as a residence either temporarily or permanently.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that horses, as well as dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

9. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots agree not to park their automobiles, vans, trucks, boats, boat trailers, campers, recreational vehicles, trailers or other vehicles on the streets on which the aforementioned lots front.

10. Each owner shall keep his lot free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his lot as above provided, in the opinion of the Architectural Committee, then developer, or its successors and assigns, at its option may have the required work done and the costs thus incurred by developer or its successors and assigns shall be paid by the lot owner.

11. No chain link or other types of fence will be constructed which is visible from the streets in the Section Two, Pleasant Hope Acres without the prior written approval of the Architectural Committee. No chain link fences will be allowed in front of houses. If the owner of the lot has horses, the type of fences for the horse pen shall be subject to the approval of the Architectural Committee. All electric wiring shall be underground.

12. Developer, its successors and assigns, retains the right, without the joinder of any other party, to make any amendments to these Building Restrictions required by any Federal Agency to qualify the aforementioned lots for FHA and VA loans.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years. After the initial 25 years, an instrument signed by a majority of the owners of the lots can be recorded, agreeing to change said covenants in whole or in part setting forth the changes therein.

14. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of the aforementioned lots, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, developer, its successors and assigns, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, developer, its successors and assigns, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon such

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property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration of Building Restrictions, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

15. Developer, its successors and assigns, shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the developer, its successors and assigns, whether given, granted or withheld.

16. All conveyances hereinafter executed by owners of the aforementioned lots shall be made subject to all of the restrictions hereinbefore enumerated and such restrictions shall be incorporated in such deed of conveyance by reference to this instrument, duly recorded in the Wilson County Registry.

17. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

18. Branch Banking and Trust Company and BB&T Collateral Service Corporation, Trustee, join in the execution of these Building Restrictions for the purpose of showing their consent thereto and for the express purpose of subordinating the lien of the deed of trust recorded in Book 1995, Page 634, Wilson County Registry, to these Building Restrictions.

IN TESTIMONY WHEREOF, the undersigned have caused this instrument to be executed in their respective names in appropriate and lawful manner, this the day and year first above written.

SLEEPY HOLLOW DEVELOPMENT COMPANY
A North Carolina corporation

BY: Ralph Hodge (SEAL)
Title President

BRANCH BANKING AND TRUST COMPANY

BY: Jeri Smith
Vice President

BB&T COLLATERAL SERVICE CORPORATION
Trustee

BY: [Signature] (SEAL)
Title Vice-President

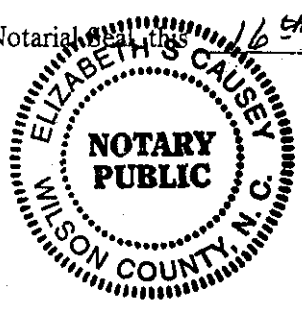
NORTH CAROLINA ::

WILSON COUNTY ::

I, Elizabeth S. Causey, a Notary Public, certify that Ralph Hodge personally came before me this day and acknowledged that he is President of Sleepy Hollow Development Company, a North Carolina corporation, and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and Notarial Seal, this 16th day of Dec., 2003.

My Commission Expires:
1-30-06



Elizabeth S. Causey
Notary Public

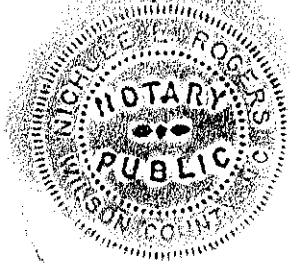
NORTH CAROLINA ::

WILSON COUNTY ::

I, Nichole L. Rogers, a Notary Public, certify that Terrri Stults personally came before me this day and acknowledged that ~~he~~she is VICE PRES. of Branch Banking and Trust Company, Noteholder, a corporation, and that ~~he~~she, as VICE PRES. being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and Notarial Seal, this 10 day of December, 2003.

My Commission Expires:
4/10/06



Nichole L. Rogers
Notary Public

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NORTH CAROLINA ::

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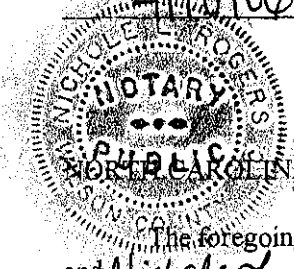
I, Nichole L Rogers, a Notary Public, certify that Kenneth R Powell personally came before me this day and acknowledged that he/she is Vice Pres. of BB&T Collateral Service Corporation, Trustee, a corporation, and that he/she, as Vice Pres., being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and Notarial Seal, this 16 day of December, 2003.

My Commission Expires:

4/10/06

Nichole L Rogers
Notary Public



The foregoing certificates of Elizabeth A Causey and Nichole L Rogers (2), Notaries Public, are certified to be correct. This instrument was presented for registration and recorded in this office in Book 2006, Page 772. This 16 day of Dec, 2003 A.D. at 4:30 o'clock P M.

Audrey R Neul
Register of Deeds, Wilson County

BY: Karen Webb
Dep Register of Deeds