

SFE Waiver  
RECORDED IN BOOK 1792 PAGE 538  
NASH REGISTRY.  
Bobbie W. Sore (Cap)  
Register of Deeds

BENT CREEK SUBDIVISION

NORTH CAROLINA  
NASH COUNTY

DECLARATION OF PROTECTIVE  
COVENANTS  
BENT CREEK SUBDIVISION  
MAP BOOK 17 PAGE 79  
NASH COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENTS:

THAT JIMMIE D. SMITH, JR., INC., a North Carolina Corporation having an office in the City of Rocky Mount, Nash County, North Carolina (hereinafter sometimes referred to as "Developer") does hereby covenant and agree to, and with all persons, firms and corporations, hereinafter acquiring any of the real estate hereinafter described that the said real estate is hereby subjected to the restrictions hereinafter set forth as to the use and occupancy thereof by whomsoever owned. The real estate which is hereby subjected to the restrictions hereinafter set out is described as follows:

All Lots as shown on the plat of survey entitled "Final Plat Bent Creek Subdivision developed by Jimmie D. Smith, Jr.", Stony Creek Township, Nash County, Rocky Mount, North Carolina by Joyner, Keeny & Associates, dated January 14, 1988, recorded at Map Book 17, Page 79, Nash Registry, (hereinafter sometimes referred to as "Premises").

The real property described hereinabove is made subject to the protective covenants and restrictions hereby declared to ensure the best use and most appropriate development and improvement of each building lot in this subdivision, to protect the owners of the

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building lots against such improper use of surrounding building lots as will depreciate the value of the property of each; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials, to obtain harmonious color schemes, to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building lots, to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of building lots therein.

1. No lot shall be used except for residential purposes. No building shall be erected altered, placed or permitted to remain on any lot, 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 outbuildings incidental to residential use of the lot. Metal storage buildings shall not be permitted on any lot.

2. No building shall be constructed or located on any lot otherwise than in compliance with the applicable rules, regulations, laws and ordinances of the City of Rocky Mount, including, without limitation, front, side and rear set back line requirements.

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3. In view of the rapidly changing practices in the building industry, it is impractical to establish construction costs and square footage requirements for dwellings on each lot at this time; therefore, the Developer, its successors and assigns, RESERVE the right to establish minimum dwelling cost and square foot requirements for dwellings on each lot, based upon the Developer's assessment of conditions at the time of conveyance, which may be accomplished by declaring such minimum requirements in the deed of conveyance or in some other instrument of record; such declaration may affect one or more of the lots then remaining in the subdivision; however, no dwelling house shall be built on any lot in the subdivision having less than 1600 square feet of heated finished space with not less than 900 square feet of heated finished space on the first floor if other than a one-story structure. In the event a dwelling is constructed which violates the square footage requirements imposed herein (or the minimum dwelling cost or square footage requirements later imposed) by 10% or less, such violation may be waived by execution and recordation in the Nash County Registry of an instrument signed by Jimmie D. Smith, Jr., Inc., its successors or assigns. Upon execution and recordation of such waiver, such violation shall not thereafter be deemed to exist. A purchaser of a lot or lots in the subdivision described hereinafter, his successors in interest and assigns, by accepting the conveyance of property located within the subdivision subject to these protective covenants, evidences his consent and

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agreement to the above provisions concerning minimum dwelling costs or size for the dwelling on each lot and for the waivers provided for herein and in subsequent paragraphs.

4. 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. All receptacles and other equipment for trash or waste material disposal, shall be kept in a clean and sanitary condition. Each lot owner shall provide receptacles for garbage located in an area not generally visible from the street.

5. No modular homes shall be erected on any lot. Modular homes shall include any completed section trailered to the site for assembly.

6. No noxious or offensive 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.

7. No structure of a temporary character, including, but not by way of limitation, a mobile home, trailer, tent, shack, garage, barn or other outbuilding 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 dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

9. No sign of any kind shall be displayed to the public

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view on any lot except one professional sign of not more than six square feet, advertising the property for sale or rent or signs advertising the names of the builder and sub-contractors during the construction and sales period.

10. No fences shall be erected on any lot without the prior written approval of the Developer, its successors or assigns. Those fences allowed shall be no more than six (6) feet in height. Chain link fences are specifically prohibited.

11. All driveways or aprons shall be concrete or asphalt.

12. No satellite antennas may be erected or placed on any building lot.

13. No clothes lines may be erected or placed on any lot.

14. No trade materials or inventory shall be stored on lot, and no trucks in excess of 3/4 ton may be regularly parked on a lot or on the streets in the subdivision except during construction of a residence or residences. No inoperable vehicles shall remain on any lot over sixty (60) days.

15. Perpetual easements for installation and maintenance of utilities and drainage facilities are reserved by the Developer, as shown on the recorded plat. No structure, planting or other materials may damage or interfere with the installation and maintenance of said utilities or with drainage. The easement area of each lot and all improvements thereon except those improvements for which a public authority or utility company is responsible shall be maintained continuously by the owner of the lot. Such

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easements may be released by the Developer to owners affected when and if it appears that such easements are no longer needed for the purpose for which they were intended.

16. The foregoing covenants are to run with the land and shall be binding on and applicable to 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 be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots subject thereto has been recorded changing, modifying or amending said covenants in whole or in part.

17. Enforcement of the aforesaid covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

18. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force.

IN TESTIMONY WHEREOF, Jimmie D. Smith, Jr., Inc., has caused this instrument to be signed in its corporate name by its President, its corporate seal to be hereinto affixed and attested by its Secretary, all by order of its Board of Directors, this the 9 day of June, 1988.

JIMMIE D. SMITH, JR., INC.

BY:

*[Signature]*  
Jimmie D. Smith, Jr.  
President

ATTEST

*[Signature]*  
Secretary  
1986  
CORPORATE SEAL)

NORTH CAROLINA

COUNTY OF Wake

I, *[Signature]*, Notary Public, do hereby certify that Linda J. Smith personally came before me this day and acknowledged that ~~he~~ she is Secretary of Jimmie D. Smith, Jr., Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by ~~him~~ herself as its Secretary.

Witness my hand and notarial seal, this the 9 day of June, 1988.

*[Signature]*  
Notary Public

My commission expires: Feb 11-1990

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NORTH CAROLINA-NASH COUNTY  
The foregoing certificate \_\_\_\_\_ of Chester Saltee

\_\_\_\_\_  
\_\_\_\_\_  
Notary (ies) Public is  
(are) certified to be correct. This instrument was presented for registration and recorded in this  
office in Book 1254 Page 721  
This 24 day of June 19 88 at 3:28 o'clock P. M.

MARGARET B. DOUGHTIE, REGISTER OF DEEDS  
By Joyce C. [Signature]  
Asst. Register of Deeds

MARGARET B. DOUGHTIE  
REGISTER OF DEEDS  
NASH COUNTY, N.C.

JUN 24 2 28 PM '88

FILED

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