

PROTECTIVE AND RESTRICTIVE
COVENANTS FOR B & B SUBDIVISION
IN WAYNE COUNTY, NORTH CAROLINA,
AS SHOWN ON A MAP RECORDED IN
MAP BOOK 18 AT PAGE 32 IN THE OFFICE
OF THE REGISTER OF DEEDS OF WAYNE
COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Leonard Earl Blount and wife Marian D. Blount, do hereby covenant and agree to and with all persons, firms or corporation hereinafter acquiring any property in the subdivided area in the development known as B & B Subdivision, Wayne County, North Carolina, Lots Nos. 1 through 12, inclusive, a map of which is recorded in Plat Book 18 at Page 32 of the Wayne County Registry, is hereby subjected to the following restrictive and protective covenants which run with the land and shall be binding on all parties owning the same, to wit:

1. No lot shall be used for business, manufacturing or commercial purposes, but the same may be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling not to exceed two and one-half (2½) stories in height and a private garage for not more than two (2) automobiles.
2. No single family dwelling shall be placed or located on any lot or lots consisting of less than 20,000 square feet of usable area.
3. No single family dwelling shall be permitted on any lot or lots having a ground floor area of the main structure, exclusive of one-story open porches and garages or carports, of less than 1200 square feet and costing less than \$20,000.00.
4. No single family dwelling shall be permitted on any lot or lots nearer than 30 feet to the front property line, or nearer than 15 feet to any side property line or nearer than 25 feet of the rear property line. With reference to corner lots, no dwelling shall be located nearer than 20 feet from the side property lines.
5. No dwelling shall be constructed with exposed concrete block walls. No building shall have imitation asphalt composition siding of any description in this subdivision, and all buildings therein shall be solidly underpinned, with the exception of standard openings for ventilators or ventilation.

6. Outside toilet facilities are expressly prohibited. All sanitary facilities must be constructed and maintained in accordance with the rules and regulations of the State Board of Health.

7. There shall be no junk automobiles, junk of any sort, or salvage store, placed or allowed to remain on or in any portion of this subdivision.

8. No animals or fowls shall be kept or allowed to remain on any of the lots other than household pets, nor shall anything be done on any lot or shall any activity be carried on which is noxious, offensive or any annoyance to the neighborhood.

9. No structure of a temporary character shall be erected or allowed to remain on any lot, and no trailer or mobile home, basement (unless basement is a part of the house erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants.

10. Leonard Earl Blount and wife Marian D. Blount hereby reserve unto themselves, their heirs and assigns, executors and administrators, an easement or right-of-way which it may at any time in the future grant to others over, beneath and across the lots and streets of the development for the purpose of rights-of-way for gas lines, water lines, sewer pipes, telephone and electric lines, wires, cables and all equipment necessary for the contraction, use and maintenance of utilities including gas, water, electricity, sewage and drainage. Such easements or rights-of-way, however, shall be confined to a distance of not more than seven (7) feet from the street property line.

11. Leonard Earl Blount and wife Marian D. Blount hereby reserve unto themselves, their heirs and assigns, executors and administrators, an easement or right-of-way which it may at any time in the future grant to others, beneath and across the lots and streets of the development for drainage purposes along all side property lines. Such easements or rights-of-way shall be confined to a distance of not more than seven and one-half (7½) feet from the side property lines of each lot. This easement shall include the right to maintain such drainage equipment or system as might hereafter be installed along, under, or over the rights-of-way herein reserved.

12. All covenants, restrictions and affirmative obligations set forth in this declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from October 15, 1972, after which

time said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of lots affected by such covenants in whole or in part.

13. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, or Leonard Earl Blount and wife Marian D. Blount shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The failure to enforce any right, reservation, restriction or condition contained in this instrument, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent hereto and shall not bar or affect enforcement. Invalidation of any one of these covenants shall not invalidate the others.

The property recited herein is subject to rights-of-way to Southern Bell Telephone, to Carolina Power and Light Company and other easements and rights-of-way of record.

This the 25th day of October, 1972.

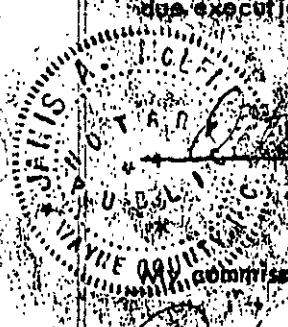
Leonard Earl Blount (SEAL)
Leonard Earl Blount

Marian D. Blount (SEAL)
Marian D. Blount

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

James R. McLeod a Notary Public in and for said State and County, do hereby certify that LEONARD EARL BLOUNT and wife MARIAN D. BLOUNT personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 25th day of October, 1972.



James R. McLeod
Notary Public

commission expires:
July 5, 1975

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STATE OF NORTH CAROLINA

COUNTY OF WAYNE

The foregoing certificate of Janis A. Mc Lendon a
Notary Public of Wayne County, North Carolina is certified to be correct.

This 26 day of October, 1972.

Margaret M. Peacock, Register of Deeds
Wayne County, North Carolina

Presented
For Registration
Date Oct. 26, 1972
Time 4:20

By: Nancy Overman
Deputy / Assistant Register of Deeds

Margaret M. Peacock
(No) Register of Deeds
Wayne County, N.C.