

Waiver 1251-127
Waiver - 1324-650

agreement &
SEE Waiver RECORDED IN BOOK 1077 PAGE 898
NASH REGISTRY.

Margaret B. Daughtie
Register of Deeds m

agreement &
SEE Waiver RECORDED IN BOOK 1115 PAGE 62
NASH REGISTRY.

Margaret B. Daughtie
Register of Deeds (m)

NORTH CAROLINA

NASH COUNTY

DECLARATION OF PROTECTIVE
COVENANTS
APPLEWOOD SUBDIVISION
MAP BOOK 11, PAGE 359
NASH COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENTS:

THAT SMITH TOBACCO WAREHOUSE, 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, hereafter 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 property as shown on the plat of survey entitled "Final Plat Map of Applewood Developed By Jimmie D. Smith, Jr., Stony Creek Township, Nash Co., Rocky Mount, N.C." by M. L. Gay, Jr., C. E., dated March 10, 1977, recorded at Map Book 11, page 359, 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 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 practicable, 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 ensure 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.

2. The covenants imposed on the property described herein are intended to ensure a high level of quality in the development of Applewood Subdivision consistent with changes in future economic and other conditions. In view of the rapidly changing practices in the building industry it is impracticable to establish construction cost and square footage requirements for each lot at this time; therefore, the Developer, its successors and assigns, RESERVE the right to establish minimum dwelling cost and size requirements for 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 having less than 1800 square feet of heated finished space if a one-storey structure, and not less than 900 square feet of heated finished space on the first storey if other than a one-storey structure. A purchaser of a lot or lots in Applewood Subdivision described hereinabove, his successors in interest and assigns, by accepting the conveyance of property located within Applewood Subdivision and subject to these protective covenants, evidences his consent and agreement to the above provisions concerning minimum dwelling costs for each lot.

3. 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 requirements; moreover, no building shall be constructed or located on any lot in violation of the minimum building set back line (MBL) for each lot as shown in the plat at Map Book 11, page 359, Nash Registry. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, further, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The word "eaves"

for the purpose of this covenant shall be deemed to include, without limitation, open carports. In the event that a dwelling is constructed nearer to the adjacent lot line than is permitted by this paragraph, but not nearer than five feet to such line, such violation may be waived by the execution and recordation in the Nash County Registry of an instrument in writing executed by Smith Tobacco Warehouse, Inc., its successors or assigns, and the owners of the adjacent building lot on the side on which the violation occurs. Upon the execution and recordation of such waiver, said violation shall not thereafter be deemed to exist. In the event that a dwelling is constructed nearer to the front lot line or a side street line than is permitted by this paragraph but does not violate the set back line by more than ten (10%) of the minimum distance, such violation may be waived by the execution and recordation in the Nash County Registry of an instrument in writing executed by Smith Tobacco Warehouse, Inc., its successors or assigns, and the owners of the adjoining and building lots, or if there is only one adjacent or adjoining lot, by the owner of such lot. Upon execution and recordation of such waiver, said violation shall not thereafter be deemed to exist. In the event the dissolution of Smith Tobacco Warehouse, Inc., the signatures of the owners of the adjacent and adjoining building lots shall be deemed sufficient to waive the violation.

4. 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 a nuisance to the neighborhood.

5. No structure of a temporary character, mobile home, preconstructed modular unit, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. Each owner shall keep his lot free of tall grass, and weeds, 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.

7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other animals generally considered household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are not dangerous by nature.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot giving the address and occupant's name, and except one sign of not more than four square feet advertising the property for sale or rent, or signs advertising the names of the builder and subcontractors during the construction and sales period.

9. Perpetual easements for installation and maintenance of utilities, clear vision (sight distance easement) and drainage facilities are reserved by the Developer as shown on said recorded plat. No structure, planting or other materials shall be placed or permitted to remain within these easements which may damage utilities, interfere with clear vision 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 easements may be released by the Developer to lot owners affected when and if it appears to the Developer, his successors or assigns, that such easement(s) are no longer needed for the purpose for which they were intended.

10. No trade materials or inventory shall be stored on the premises and no trucks in excess of 3/4 ton may be regularly parked on the premises.

11. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots subject hereto has been recorded changing, modifying or amending said covenants in whole or in part.

12. 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.

13. Invalidation of any of these covenants by judgment or court order shall in no ways affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Smith Tobacco Warehouse, Inc. has caused this instrument to be executed in its name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, this the 13 day of July, 1977.

SMITH TOBACCO WAREHOUSE, INC.

BY:

Jimmie D. Smith, Jr.
President



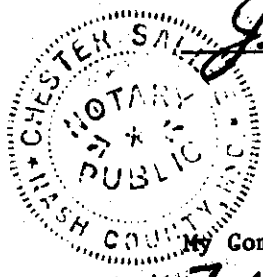
Betty J. Smith
Secretary

NORTH CAROLINA

NASH COUNTY

I, Chester Saller, a Notary Public of the County and State aforesaid, certify that BETTY J. SMITH, personally came before me this day and acknowledged that she is Secretary of SMITH TOBACCO WAREHOUSE, INC., a North Carolina 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 her as its Secretary.

WITNESS my hand and official stamp or seal, this 13 day of July, 1977.



My Commission Expires:

Feb 11-1980

Chester Saller
Notary Public

NORTH CAROLINA - NASH COUNTY

The foregoing or annexed certificate of

Chester Saller
is/are certified to be correct. Presented for registration and recorded in this office at Book 1005, Page 399.
This 13 day of July, 1977 at 2:41 o'clock P.M.

Margaret B. Doughtie
Register of Deeds

By [Signature]
Ass. Reg. of Deeds

JUL 13 2 41 PM '77
MARGARET B. DOUGHTIE
REGISTER OF DEEDS
NASH COUNTY, N.C.

FILED

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BOOK 1005 PAGE 399

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