

NORTH CAROLINA

WAKE COUNTY

BOOK 2593 PAGE 878

KNOW ALL MEN BY THESE PRESENTS:

That William W. Hedrick, Alan T. Hill, and wife, Carol A. Hill, and D.R. Peacock, Trustee, all of Wake County, and Branch Banking and Trust Company, a corporation organized and existing under the laws of the State of North Carolina do hereby covenant, stipulate and agree on behalf of themselves and to and with all persons, firms and corporations who or which may hereafter acquire any lot or lots in the subdivided area embraced in the development known as "Neuse Trail, Section II" as shown on a plot thereof recorded in the office of the Register of Deeds of Wake County, North Carolina in Map Book 1977, page 797, and that said area so known as "Neuse Trail, Section II" shall be subject to the following restrictions and limitations as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. The real property described above is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot; to preserve, as far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to encourage and secure the erection of attractive homes thereon and to provide for an area of quality residential homes on said property.

2. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of such buildings, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee (the Architectural Committee) composed of two persons designed and appointed by William W. Hedrick, or his assigns. In the event

said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

3. No lot shall be cleared of the natural trees and vegetation on said property except as is necessary to construct homes, driveways, and structures incidental to the use of the property as residential housing without the approval in writing of the Architectural Committee. This provision is not intended to prevent the clearing of vegetation for the maintenance of lawns but to preserve the natural wooded state of the property.

4. 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 detached single family dwellings not to exceed two and one-half stories in height and a private garage for not more than three cars. No lot shall be redivided in any manner without approval by the Architectural Committee.

5. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2000 square feet for a one-story dwelling nor less than 2000 square feet for a dwelling of multiple levels.

6. No building shall be located on any lot nearer than 50 feet to the front line. No building shall be located nearer than 25 feet to an interior lot line except that a 15 foot side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon

another lot or any easement shown on the subdivision map. William W. Hedrick and his successors or assigns, reserve the right to waive minor violations of the building location as set forth in this paragraph. (Violations not in excess of 10 percent of the minimum requirements shall be deemed minor.)

7. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear 10 feet of each lot and 5 feet on each side line. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. No noxious or offensive trade or 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. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever shall be carried on upon any lot.

9. No structure of a temporary character, 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.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. 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, and provided further that no more than two horses may be kept for personal use.

12. No fuel tanks shall be installed above ground level unless concealed in an enclosure approved by the Architectural Committee.

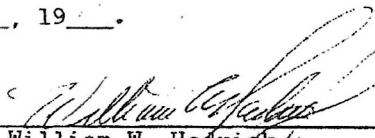
13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. Enforcement 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 damage. William W. Hedrick, Alan T. Hill, and wife, Carol A. Hill, and D.R. Peacock, Trustee, all of Wake County, and Branch Banking and Trust Company, a corporation organized and existing under the laws of the State of North Carolina do hereby covenant, stipulate, and agree on behalf of themselves and with any and all persons, firms, corporations, who or which may hereafter acquire any lot or lots in the said development known as "Neuse Trail, Section II", that any violation of the restrictions and limitations as to use thereof hereinafter set forth shall entitle any person or persons or corporation who or which may then own any lot or lots in said development to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations herein set forth.

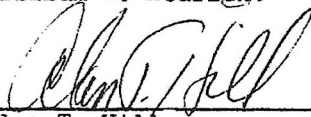
15. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. D.R. Peacock, Trustee, and Branch Banking and Trust Company join in this instrument for the purpose of subordinating that Deed of Trust recorded in Book 2557, Page 727, in the Wake County Registry to the restrictive covenants set out herein.

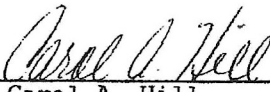
IN TESTIMONY WHEREOF, William W. Hedrick, Alan T. Hill, and wife, Carol A. Hill, and D.R. Peacock, Trustee, and Branch Banking and Trust Company have set their hands and seals, this 22 day of July, 1941.



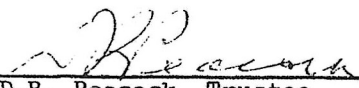
William W. Hedrick (SEAL)



Alan T. Hill (SEAL)

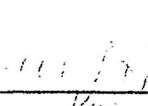


Carol A. Hill (SEAL)



D.R. Peacock, Trustee (SEAL)

BRANCH BANKING AND TRUST COMPANY

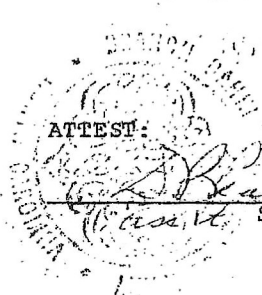
BY: 

President

ATTEST:



D.R. Peacock
Secretary



State of North Carolina
County of Wake

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I, _____, a Notary Public,
do hereby certify that William W. Hedrick, personally appeared
before me this day and acknowledged the due execution of the
foregoing instrument of writing for the purposes therein
expressed.

Witness my hand and notarial seal, this _____ day of
_____, 197_____.

Notary Public
My commission expires _____

State of North Carolina
County of Wake

I, Allen W. Rogers, a Notary Public,
do hereby certify that Alan T. Hill, and wife Carol A. Hill,
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument of writing for the purposes
therein expressed.

Witness my hand and notarial seal, this 23 day of
January, 1978.

Allen W. Rogers
Notary Public
My commission expires May 1, 1980

State of North Carolina
County of Wake

I, _____, a Notary Public
do hereby certify that D.R. Peacock, personally appeared before
me this day and acknowledged the due execution of the foregoing
instrument of writing for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of
_____, 197_____.

Notary Public
My commission expires _____

State of North Carolina
County of Wake

This is to certify that on the _____ day of _____,
197____, before me personally came _____,
who is _____, with whom I am personally acquainted,
who, being by me duly sworn, says that _____
is the _____ President, and _____ is
the _____ Secretary of Branch Banking and Trust Company, the
corporation described in and which executed the foregoing instru-
ment; that he knows the common seal of said corporation; that the
seal affixed to the foregoing instrument is said common seal, and
the name of the corporation was subscribed thereto by the said

President, and that the said _____ Secretary
subscribed their names thereto, and said common seal was affixed,
all by order of the Board of Directors of said corporation, and
that the said instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this _____ day of
_____, 197_____.

Notary Public
My commission expires _____

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of William W. Hedrick
conceded to Allen W. Rogers