

NORTH CAROLINA
WAKE COUNTY

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KNOW ALL MEN BY THESE PRESENTS that WAKECROFT DEVELOPERS, LTD., as owner, does hereby agree and covenant with all persons, now owning or hereafter acquiring Tracts 1 through 18 inclusive, or any part thereof, in the subdivision known as Holly Forest, New Light Township, Wake County and recorded in Book of Maps 1975, Volume I, Page 124, said Registry, are subject to the following covenants and restrictions as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. All tracts in Holly Forest Subdivision will be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached garage for not more than three cars.
2. All dwellings having two or more stories shall contain a finished ground floor area, exclusive of basements, porches and garages of 1,000 square feet or more. All dwellings having more than one story but less than two shall have a finished ground floor area, exclusive of porches, basements and garages of 1200 square feet or more. All split levels or multi-level dwellings shall have a finished living area (living, dining, kitchen and bedrooms), exclusive of basement area, porches and garages of 1200 square feet or more. All one story dwellings shall have a finished ground floor area, exclusive of basements, porches and garages of 1500 square feet or more.
3. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building shall be erected or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been submitted to and approved in writing by Wakecroft Developers, Ltd., or by such other person designated by it. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to him, or, in any event, if no suit to enjoin the erection of such building 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. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans need not include a plot plan showing location of house, specifications, and design of drive unless requested by reviewer. If a plot plan is required, a pencil sketch showing approximate locations and design will be acceptable.

4. The owner of any tract containing an approved dwelling may erect one or more outbuildings thereon provided that he first submits plans for such outbuilding to Wakecroft Developers, Ltd., or to such person designated by it. Such plans shall show the location of the proposed outbuilding, the type of exterior building materials, and the proposed use to be made of the outbuilding. Such plans shall be approved, or shall be deemed to have been approved as provided in paragraph 3.

5. No dwelling shall be located on any tract nearer to the front property line (Road Right-of-Way) than 45 feet nor nearer to the side property line than 15 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of a dwelling on a tract to encroach upon another tract.

6. No dwelling shall be erected or placed on any tract having a width of less than ninety feet at the minimum building setback line, nor shall any dwelling be erected or placed on any tract having less than 40,000 square feet, except that a dwelling may be erected on all tracts as shown on said recorded plat, regardless of width at minimum building setback line or area in square feet.

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

8. No shelter of a temporary or permanent character, such as a trailer, basement, tent, shack, garage, or barn shall be used on any tract at any time as a residence, either temporarily or permanently.

9. An easement is reserved over the rear five feet of each tract and over a strip five feet in width along the side lines of each tract for the installation of utilities and drainage facilities. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, the said Wakecroft Developers, Ltd., or such person as the said Wakecroft Developers, Ltd. shall have designated in writing, shall be authorized to release said five-foot easement by a proper written instrument duly recorded in the Wake County Registry.

10. In the event that a dwelling is constructed nearer to the adjacent tract than is permitted by these restrictive covenants, but not nearer than ten feet to such line, such violation may be waived by the execution and recording in the Wake County Registry of an instrument in writing signed by a representative of Wakecroft Developers, Ltd., and by the owners of the adjacent tract on the side on which the violation occurs. Upon the execution and recordation of such waiver said violation shall not thereafter be deemed existing.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. In addition, the owners of all tracts except tracts 1 and 18 may keep a maximum of two horses or ponies (or one of each) on said tracts. Stables shall be located exclusively on the rear one-fourth of any tract.

12. No tract or portion thereof shall be dedicated or used for a public street without the written consent of Wakecroft Developers, Ltd., its successors and assigns.

13. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.

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

15. 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 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 has been recorded, agreeing to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals, on this the 22nd day of May, 1975.



(CORPORATE SEAL)

WAKECROFT DEVELOPERS, LTD.

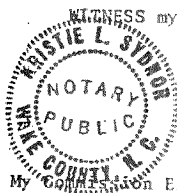
Clayton M. McDaniel
President

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NORTH CAROLINA
WAKE COUNTY

I, the undersigned notary public in and for the aforesaid County and State, certify that Clam M. McDANIEL personally came before me this day and acknowledged that he is _____ President of Wakecroft Developers, Ltd., 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 its Asst. Secretary.

WITNESS my hand and notarial seal this 22nd day of May, 1975.



Kristie L. Sydnor
Notary Public

My Commission Expires: June 12, 1979

NORTH CAROLINA—WAKE COUNTY
This foregoing certificate of Kristie L. Sydnor

(are) cannot be correct. This instrument is presented for registration and recorded in this
office (book) 2318 Page 197 Notary Public is
TH. O. _____ day of May 1975, at 11:50 o'clock A.M.
R. D. MCKENNEY, JR., Register of Deeds.
By [Signature] Deputy Register of Deeds

NORTH CAROLINA
WAKE COUNTY

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AMENDMENT TO COVENANTS AND
RESTRICTIONS OF
HOLLY FOREST SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that whereas Wakecroft Developers, Ltd. is the Owner of Tracts 4, 5, 6, 7, 11, 12, 13, 14 in Holly Forest Subdivision, New Light Township, Wake County, as shown on plat recorded in Book of Maps 1975, Volume I, Page 124, Wake County Registry; and

WHEREAS, said tracts were subjected to certain covenants and restrictions by instrument recorded in Book 2318, Page 197, Wake County Registry; and

WHEREAS, Wakecroft Developers, Ltd. desires to amend said restrictions, as they shall apply to the aforesaid tracts owned by Wakecroft Developers, Ltd., as hereafter provided;

NOW, THEREFORE, Wakecroft Developers, Ltd. hereby declares and covenants and agrees to and with all persons, firms and corporations hereafter acquiring any of the aforesaid tracts in Holly Forest Subdivision that the covenants and restrictions recorded in Book 2318, Page 197, Wake County Registry, are hereby modified, amended and supplemented so that the following provisions shall apply to all of said tracts:

A. New Paragraphs 2, 3 and 11.

Paragraphs 2, 3 and 11 of the covenants and restrictions recorded in Book 2318, Page 197, Wake County Registry, are deleted in their entirety, and the following new paragraphs 2, 3 and 11 are substituted in place thereof:

2. All dwellings having two or more stories shall contain a finished ground floor area, exclusive of basements, porches and garages, of 1000 square feet or more. All one and one-half story dwellings shall have a finished ground floor area, exclusive of porches, basements and garages of 1300 square feet or more. All one-story dwellings shall have a finished ground floor area, exclusive of basements, porches and garages of 1800 square feet or more. All split foyers shall have a finished upper level of 1400 square feet or more, exclusive of basements, porches and garages. All split levels or multi-level dwellings shall have a finished area (living, dining, kitchen and bedrooms), exclusive of basement area, porches and garages, of 1400 square feet or more. Any other type of dwelling not mentioned above, must have 2000 square feet or more of finished area, exclusive of basements, porches and garages.

3. In order to maintain architectural beauty and harmony of external design and appearance in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no dwelling or other structure shall be erected or allowed to remain on any tract until a complete set of plans for the dwelling or other structure has been submitted to and approved in writing by Wakecroft Developers, Ltd. A complete set of plans shall include not less than the following: (1) a general interior floor plan; and (2) elevation views of all four sides of the dwelling or other structure, showing all exterior lines, and showing in words and drawings all types of exterior material to be used (common cinder block exposed to view, painted or unpainted, is specifically prohibited for any exterior use, including exterior foundation). In the event

that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted, or, in any event, if no suit to enjoin the erection of such building 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. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans need not include a plot plan showing location of house specifications unless requested by reviewer. If a plot plan is required, a pencil sketch showing approximate location will be acceptable. The exterior of dwellings or other buildings must be finished on or before the date construction started.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that dogs, cats, or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose.

B. Additional Paragraphs 16, 17, 18 and 19.

The following new Paragraphs 16, 17, 18 and 19 are hereby added to the covenants and restrictions recorded in Book 2318, to wit:

16. All driveway pipe installed shall be at least 15 inch reinforced concrete, or larger, and must meet the minimum requirements of the North Carolina Department of Transportation in effect at the time of such installation.

17. No trade materials or inventories may be stored upon the tracts. Adequate off-street parking shall be provided by the owners of tracts for the parking of automobiles owned by such owner, and no automobiles shall not be permitted to park their automobiles on the streets in the development. Owners of tracts shall not be permitted to store trailers, school buses, campers, tractors, or any other vehicles on the streets in the subdivision.

18. Each owner shall keep his tract free of weeds, tall grass, brush, dead trees, trash and rubbish and otherwise properly maintained, so as to present a pleasing appearance. In the event an owner does not properly maintain his tract as above provided in the covenants of Wakecroft Developers, Ltd., then Wakecroft Developers, Ltd. shall be required work done and the cost thus incurred by Wakecroft Developers, Ltd. shall be paid by the owner of said tract.

19. In order to maintain a good cover of grass and vegetation on the shoulders of the roads and to prevent soil erosion, no motor vehicles, licensed or unlicensed, may be operated on the banks or shoulders of the roads. In order to prevent noise pollution, no motor vehicles, licensed or unlicensed, may be operated on the streets or on private property in Holly Forest Subdivision unless they are well-muffled; except this provision shall not apply to construction vehicles being used for construction purposes.

All of the covenants and restrictions recorded in Book 2318, Page 59, of the Wake County Registry, as modified, amended and supplemented in the covenants set forth herein, shall hereafter apply to, and run with the tracts of land referred to above, to wit: Tracts 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Holly Forest Subdivision, New Light Township, Wake County, as shown on plat recorded in Book of Maps 1975, Volume I, of the Wake County Registry.

IN WITNESS WHEREOF, Wakecroft Developers, Ltd. has caused this instrument to be signed in its corporate name by its duly authorized

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of the seal to be hereunto affixed by authority of its Board
of the day and year first above written.

WAKECROFT DEVELOPERS, LTD.

By: John M. McDaniel
Vice President

[Signature]
Secretary

signed Notary Public, in and for the aforesaid County
that John M. McDaniel personally appeared
and acknowledged that he is Vice President of
Wakecroft Developers, Ltd., a corporation, and that by authority duly
granted to him by the Board of Directors of the corporation, the foregoing instrument was
signed by its Vice President, sealed with its corporate
seal by its Assistant Secretary.

my hand and notarial seal, this 14th day of November,

[Signature]
Notary Public

6-23-81

Notary Public
State of New York
County of []
[]
[]

[Signature]

Notary Public is
qualified for registration and recorded in this

78. 11.40 dock 7 m.

[Signature]
N. S. MARENIS, JR., Register of Deeds