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NORTH CAROLINA

DECLARATION OF PROTECTIVE COVENANTS

WAKE COUNTY

THIS DECLARATION, made this 24th day of May, 1971, by BYRD REALTY COMPANY, INC., a North Carolina corporation with its registered office in Wake County, North Carolina, hereinafter called the "DECLARANT";

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 of this declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the Declarant hereby declares that the property hereinafter described is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

1. PROPERTY PROTECTED. The real property which is and shall be transferred, sold and conveyed subject to the protective covenants in this declaration is located in Wake Forest Township, Wake County, North Carolina, and is more particularly described as follows:

Being all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 39, 40, 41, 42, 43, 45, 49, 50, 51, 52, 53 and 54, Greenbrook Estates, according to plat and survey of Arthur R. Denning, R.L.S., dated August 7, 1970, and recorded in Book of Maps 1970, Page 195, Wake County Registry, North Carolina; and also

Being all of Lots 55, 56, 57, 59, 60, 61, 62, 64, 65 and 66, Section 2, Greenbrook Estates, according to plat and survey of Arthur R. Denning, R.L.S., dated November 16, 1970, and recorded in Book of Maps 1970, Page 281, Wake County Registry, North Carolina.

2. LAND USE AND BUILDING TYPE. No lot shall be used except for residential or light business or office purposes. No residence shall be erected, altered, placed or permitted to remain on any

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lot other than those exceeding 1100 square feet of living space. All dwellings must have continuous brick foundations. No mobile home less than ten feet wide shall be permitted.

3. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 15 feet to any side street line.

(b) No building shall be located nearer than 15 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building set-back line.

(c) 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.

(d) For the purpose of this covenant, if two or more contiguous lots are owned by one owner, and used and held together, said lots shall be construed as one lot.

4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved along and over a 5 foot strip on all sides of each lot. Within these easements, no structure, 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.

(a) For the purpose of this covenant, if two or more contiguous lots are owned by one owner, and used and held together, said lots shall be construed as one lot.

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

6. TEMPORARY STRUCTURE. No structure of a temporary character, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. JUNK YARDS. No junk yards, scrap metal or other like business shall be conducted on any lot.

9. ANIMALS. No poultry, pigs, cows, sheep or goats shall be raised, bred or kept on any lot, nor any animals commercially.

10. GARBAGE AND REFUSE DISPOSAL. 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 storage or disposal of such shall be kept in a clean and sanitary condition.

11. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of North Carolina Health Department. Approval of such system as installed shall be obtained from such authority.

12. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of North Carolina Health Department. Approval of such system as installed shall be obtained from such authority.

13. TERM. 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 thirty years from the date these covenants are recorded, after which time said covenants may be extended by an instrument signed by a majority of the then owners of the lots and recorded, agreeing to extend said covenants in whole or in part.

14. ENFORCEMENT. 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.

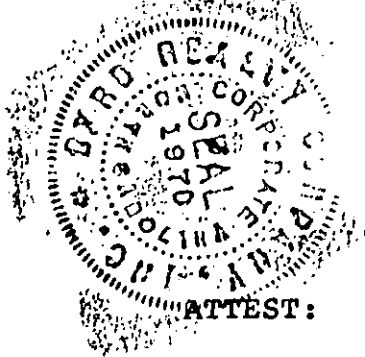
15. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Byrd Realty Company, Inc. has caused this instrument to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Secretary, all by authority duly given, this the 24th day of May, 1971.

BYRD REALTY COMPANY, INC.

By: 
C. L. Byrd, President

ATTEST:



Kathleen N. Byrd, Secretary

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This is to certify that on the 24th day of May, 1971, before me personally came C. L. Byrd, President, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President, and Kathleen N. Byrd is the Secretary of Byrd Realty Company, Inc., the corporation described in and which executed the foregoing instrument; 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 President and 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 official seal this the 24th day of May,

Anna Louise Strother

Notary Public

My Commission Expires: 1-12-75

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

of *anna Louise Strother*

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1993, Page 587

This 25 day of may, 1971, at 8:30 o'clock A.M.

J. A. ROWLAND, Register of Deeds.

By *Albie J. Dean*
Deputy Register of Deeds