

MAP TO W.P. AKINS, BOX 266, FARM, N.C.

BK4561PG0013

NORTH CAROLINA

PROTECTIVE COVENANTS
HOLLAND HILLS SUBDIVISION
PHASE I

WAKE COUNTY

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KNOW ALL MEN BY THESE PRESENTS:

KENNETH L. WATKINS
REGISTER OF DEEDS
WAKE COUNTY

That Waverly F. Akins and wife, Anna R. Akins, of Wake County, 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 tract in the land described below shall be subject to the restrictions and limitations set out below as to the use thereof running with said properties by whomsoever owned. The property is described as follows:

BEING all of Lots 59, 60, 61, 62, 63, 64, and 65, Phase I, Holland Hills Subdivision as surveyed by Watkins and Associates, R.L.S., recorded in Book of Maps 1989, Page 1015 of the Wake County Registry.

This property 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 subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each tract; 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. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building.
3. No building shall be erected, placed or altered on any premise or tract until the building plans, specifications, and plot showing the locations of such buildings have been approved in writing as to conformity and harmony of external design with existing structures on the above-described property, and as to location of the building with respect to topography and finished ground elevation by an architectural committee; the architectural committee composed of Waverly F. Akins and Anna R. Akins. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to them or in any event if no suit or action 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.
4. No tract shall be cleared of the natural trees and vegetation on said property except as it 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.
5. No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract other than detached single family dwellings and a private garage for not more than two cars. No tract shall be smaller than 30,000 square feet.
6. It is the intention and purpose of the covenant to assure all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The heated area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,700 square feet.
7. No building shall be located on any tract nearer than 50 feet to the front line or nearer than 30 feet to any side street line. No building shall be located nearer than 20 feet to an interior 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 to encroach upon another tract or any easement. Waverly F. Akins and Anna R. Akins, their successors and assigns, reserve the right to waive minor violations of the building location as set forth in this paragraph. (Violations not in excess of 20% of minimum requirements shall be deemed minor.)

8. No noxious or offensive trade or activity shall be carried on upon any tract 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 tract, except with the approval of Waverly F. Akins and Anna R. Akins or their successors and/or assigns.

9. No abandoned vehicles shall be allowed nor structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any tract at any time as a residence either temporarily or permanently.

10. No tract 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 tract, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Horses may be kept on lots which are 3 acres or more in size.

12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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 an instrument signed by a majority of the then owners of the lots have 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. Waverly F. Akins and wife, Anna R. Akins covenant, stipulate and agree on behalf of themselves and of any and all persons, firms, corporations, who or which may hereafter acquire any portion of the above-described lands that any violation of the restrictions and limitations as to use hereof hereinafter set forth shall entitle any person or persons or corporation who or which may then own any tract 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 as set forth.

15. The entrance or driveways to all lots shall be from the cul-de-sac or front of said lot; however, Waverly F. Akins may allow exceptions to this if the circumstances in his opinion justify the additional entrance and the waiver must be in writing signed by Waverly F. Akins.

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

IN WITNESS WHEREOF, the said Waverly F. Akins and wife, Anna R. Akins have hereunto set their hands and seals this the 31 day of August, 1939.

Waverly F. Akins (SEAL)
WAVERLY F. AKINS

Anna R. Akins (SEAL)
ANNA R. AKINS

NORTH CAROLINA

WAKE COUNTY
Harnett

I, Elizabeth H. Jenkins, a Notary Public in and for the aforesaid County and State do hereby certify that Waverly F. Akins and Anna R. Akins personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 31st day of August, 1939.

Elizabeth H. Jenkins
Notary Public

My Commission Expires: 8-13-94

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate _____ of _____

Elizabeth H. Jenkins

Notar(y)(ies) Public is
(are) certified to be correct. This instrument and this certificate are duly registered at the date and time
and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Suzette L. Rambeaut
Asst./Deputy Register of Deeds