

PREPARED BY SENTER & STEPHENSON

NORTH CAROLINA

COUNTY OF WAKE

P R O T E C T I V E C O V E N A N T S

O F

H O L L A N D C R O S S I N G

Phase 1, Book of Maps 1988, page 379

Phase 2, Book of Maps 1988, page 380

KNOW ALL MEN BY THESE PRESENTS that Spring Developers, Inc., owner of the above named subdivision, hereby agrees with all persons, firms, and corporations who hereafter acquire a lot from the above referenced subdivision that the following protective covenants shall apply to all lots conveyed out of said subdivision and said restrictions shall run with the properties by whomsoever owned, which covenants are as follows:

- (1) No lot shall be used except for residential purposes. No road shall be constructed on any lot in this subdivision connecting to any lot not in this subdivision.
- (2) No dwelling shall be permitted on any building unit which has not been prior approved by the developer for architectural appearance and compliance with the requirements of size hereinafter set out. The dwelling built on any lot shall have in the main structure, exclusive of one-story open porches and garages, not less than 1550 square feet of finished living area for a one story building nor less than 1200 square feet of finished living area with at least one bedroom in the main floor and 550 square feet for the upper level for a story and one half building and a two story building shall have 1750 square feet of finished living area. The developer of the subdivision reserves the right to waive up to 10% of the above square footage requirements when a house is designed and is built with a basement or an enclosed garage provided that the builder or owner obtains prior written approval of the developer.
- (3) All building lots, except as set out for Lots 4, 5, 6, 7, 9, 10, 15, 16 and the 8.208 acres shown as reserved by owner, shall have a 10 foot wide paved driveway which extends from the edge of the street pavement to not less than 6 feet from the foundation of the house which driveway will be flared to 16 feet in width at a 45° radius where it connects the street pavement. Lots 4, 5, 6, 7, 9, 10, 15 and 16 shall be paved a distance of not less than 80 feet from the public street with the same entrance flare requirements. The developer reserves the right to establish paving requirements at a later time for the 8.208 acres reserved by owner.
- (4) Mailboxes and posts must be of the same style and type originally supplied by the developer when replaced.
- (5) No dwelling shall be located nearer than 40 feet from the right of way of the public road or road on which it fronts, 10 feet from any side line or 30 feet from any rear line. The developer of the subdivision shall have authority to waive a violation of these set back requirements up to 10% of the set back violated and if the developer cannot be found, the owners of the adjoining lots shall be authorized to waive the violation the same as the developer. In the event that the county set back requirements are greater than those herein set out, then the county set back requirements will control and a waiver of covenants cannot reduce the set back requirement to less than that required by the county set back minimums.
- (6) No mobile home, modular units, single or double-wide, shall be erected or placed on any lot covered by these covenants, under any circumstances. No pre-engineered prefabricated buildings may be erected on any lot without the prior written consent of the developer. Travel trailers or other recreational vehicles may be parked behind the main dwelling on any lot but such trailer or vehicle may not be used primarily as a residence, either permanently or temporarily.
- (7) No outbuilding or storage building shall be erected upon any lot except those which are incidental to residential use and any building so erected shall be of similar types of material and appearance as the main dwelling structure and the outbuilding so constructed shall not exceed 500 square feet in size with attached shelters included and shall be no closer than 90 feet to the front lot line and shall conform to all other set back requirements set out in paragraph 3 above.

PRESENTED
FOR
REGISTRATION

88 MAY -3 PM 1:11

000132

(8) No noxious or offensive activities shall be conducted or permitted to be conducted upon any lot nor shall anything be done or be allowed to be done which may be or may become a nuisance or an annoyance to the neighborhood. No motor vehicle licensed to carry more than two tons shall be allowed or parked on any lot or street within said subdivision except those vehicles delivering building materials to develop or improve the lots within the subdivision or to carry furniture for any homeowner within said subdivision. No motor vehicle shall remain parked on any lot for more than thirty days which cannot move under its own power and/or components.

(9) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except no more than two of either dogs, cats or other household pets which are not dangerous or kept, bred or maintained for commercial purposes.

(10) No fences of any kind may be placed in the front or side yards of any building unit unless approved in writing by the developer.

(11) Permanent or temporary subdivision name signs shall be allowed on any corner lot at the entrance of the subdivision from the public road.

(12) Any land owner or combination of land owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.

(13) The developer reserves the right to subject all lots to a contract with Carolina Power and Light Co., or its successors, for the installation of street lighting which will require a continuing monthly payment to said utility company for the owner of each building.

(14) No exposed satellite discs shall be permitted on any lot. Any apparatus used in connection with any utility or utility service shall be screened and not exposed to public view.

(15) These covenants may be amended from time to time by all the owners within the subdivision and these covenants and any amendments adopted shall run with and be binding on all parties owning lots herein until December 31, 2018, at which time they will expire.

IN TESTIMONY WHEREOF, the parties set out in the preamble above have hereunto set their hands and seals.

SPRING DEVELOPERS, INC.

by Rufus R. Anderson
Rufus R. Anderson, President

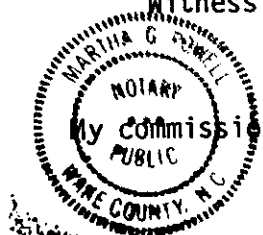
ATTEST:

Ann G. Judd
Ann G. Judd, Secretary

NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned notary public, do hereby certify that ANN G. JUDD personally appeared before me this day and acknowledged that she is secretary of SPRING DEVELOPERS, INC., a N.C. 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 secretary.

Witness my hand and notary seal, this the 25 day of April, 1988.



Martha G. Powell
Martha G. Powell notary public

The foregoing certificate _____ of Martha G. Powell

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 James B. Johnson
Assy./Deputy Register of Deeds