

STATE OF NORTH CAROLINA
COUNTY OF WAKE

PROTECTIVE COVENANTS OF
HOLLY LAKES SUBDIVISION
SECTION SIX, PHASE ONE

THIS DECLARATION OF PROTECTIVE COVENANTS, made and entered into this 8th day of July, 1991, by EDWARD S. TURLINGTON, a citizen and resident of Harnett County, North Carolina, as owner, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of Holly Lakes Subdivision Section Six, Phase One, which is more particularly described as follows:

BEING all of Lots 1 through 23 Holly Lakes, Section Six, Phase One, as the same are shown on a map recorded in Map Book 1990, Page 690, Wake County Registry.

1. PREAMBLE: WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the said Holly Lakes Subdivision Section Six and to impose certain protective covenants governing and regulating the use and occupancy of the same, for itself and every person who shall hereafter purchase any lot in the property described above, together with such additions as may hereafter be made, to the covenants, restrictions, easements, affirmative obligations, charges, and liens, hereafter set forth, each and all of which is and hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Declarant declares that the real property described above is and shall be held, transferred, sold, conveyed, leased occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, liens (sometimes referred to as "the covenants") hereinafter set forth, and said covenants shall run with the land and by binding on all persons claiming under and through the Declarant.

2. USE OF PROPERTY: All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not

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to exceed two and one-half (2-1/2) stories in height, which may be used and occupied as a residence for a single family. A private garage may be located on the same property. No part of said property shall be used for business, manufacturing or commercial purposes. No structure may be constructed prior to the construction of the main building.

3. APPROVAL BY ARCHITECTURAL COMMITTEE: No building shall be erected, placed or altered on any premises in said development until the building plans, specifications and plat showing the location of such building or fence 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 or fence with respect to topography and finished ground elevation by an architectural committee composed of Declarant and/or three (3) persons designated and appointed by Declarant, or its successors or assigns. Said three (3) persons must be homeowners with Holly Lakes Subdivision Section Six. 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 it or, in any event, if no suit to enjoin the erection of such building or fence 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. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

4. COMPLETION OF STRUCTURES: The exteriors of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship on the owner or builder due to strikes, fire, national emergency or natural calamities.

5. EXTERIOR CONSTRUCTION OF BUILDING: No building shall be constructed or allowed to remain on the property whereby cinderblocks are visible from the exterior of said structure. No painting of blocks shall be used for the purpose of covering cement blocks.

6. SQUARE FOOTAGE: The ground floor area of the main residential structure, exclusive of open porches, garages, and carports, shall be no less than 900 square feet of heated area for a one-story dwelling; nor less than 900 square feet of ground floor heated area for a dwelling of more than one story, exclusive of open porches, garages, and carports; in no event shall there be less than a total of 1,350 square feet of heated area in a multi-story structure, exclusive of open porches, garages and carports.

7. SETBACK REQUIREMENTS: No dwelling of any kind shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to the rear lot line. No building shall be located nearer than 10 feet to an interior side lot line. On corner lots no building shall be located nearer than 25 feet from the side lot line adjacent to said side street.

8. LOTS FREE OF GARBAGE AND DEBRIS: It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. Each purchaser of a respective lot shall cause each lawn to be mowed as needed, cause the maintenance and protection of landscaping insuring proper drainage of the lot so as to prevent soil erosion, and cause the maintenance of the home and any other structures and improvements located on said lot insuring its good condition and appearance. Failure to maintain lots and homes and other structures and improvements, including fences, in a tidy manner, fourteen (14) days after written notice from two-third (2/3) of the property owners excluding Declarant of the undesirable condition(s), will result in maintenance of the aforesaid by said property owners for which a reasonable charge

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will be levied against the purchaser. Failure to pay such charge within a reasonable time will result in a lien against the subject property. Neither Declarant nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder except in cases of gross negligence.

9. NUISANCE OR NOXIOUS ACTIVITY: No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

10. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, van, lean-tos, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot.

11. MOBILE HOMES, MODULAR UNITS, OR PRE-ENGINEERED HOUSES: No mobile homes, modular units or pre-engineered homes may be constructed or allowed to remain on the premises.

12. PARKING OF VEHICLES: No mobile home or truck, truck-cargo trailer, or other vehicles shall be allowed to be placed or parked on any lot, except that campers, vans, boats and other recreational vehicles may be placed or parked on any lot as long as the same are not visible from the street on which the lot fronts.

13. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than eighteen (18) inches square and one sign of not more than six square feet advertising the property during the construction and sales period.

14. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other house pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

15. GARBAGE RECEPTACLES: Each lot owner shall provide receptacles for garbage in an area not generally visible from public street view, or provide underground garbage receptacles or similar facility in accordance with reasonable standards.
16. STORAGE RECEPTACLES: No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any other structure, or buried underground.
17. WATER AND SEWAGE SYSTEMS: All water and sewage systems shall be in conformity with the requirements of the Town of Wendell and shall be inspected and approved by the same.
18. TREE CUTTING: The Architectural Committee shall approve all cutting and removal of standing trees located within sixty (60) feet of the street. Any garden plot shall be at least 60 feet from any street.
19. DRIVEWAYS: All driveways shall be paved.
20. SATELLITE DISHES: Satellite dishes shall not be allowed on any lot within the subdivision.
21. EASEMENTS: Declarant reserves unto itself, its successors and assigns, in addition to any easements of record, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, water drainage provisions and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, sewer water drainage and other public conveniences or utilities on, in or over five (5) feet around the perimeter of each lot. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, and to buy lot debris, make any grading of the soil, or to take any other similar action reasonable to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.
22. SUBDIVISION OF LOTS: No single lot may be subdivided by purchaser so as to create two or more building lots from the original lot; purchaser may erect a structure on two or more lots

with the provision that multiple lots are to be considered as one lot for purposes of set back lines.

23. MAINTENANCE OF LAKE FRONT LOTS: The individual lot owners of Lots 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30 and 63 will have the sole responsibility of maintaining the lake and lake line of their individual lot. Said lake front lot owners will be allowed to erect a pier on said lake front lots and have a non-powered boat.

24. TERM OF COVENANTS AND RESTRICTIONS: The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of any be enforceable by all parties to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years except they may be altered, amended or revoked in whole or in part by written agreement of the record owner(s) of at least two-thirds (2/3) of the platted lots.

25. NOTICE: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as owner. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners.

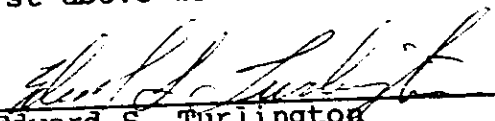
26. MINOR VIOLATIONS: Minor violations of set back lines and square footage of less than five (5%) percent shall not be cause for corrective action by other record owners.

27. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; and failure by any party hereto to enforce any covenants or restrictions herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter.

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28. INVALIDATION: Should any covenants or restriction herein contained, or any sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a federal, state or local agency, the latter shall prevail.

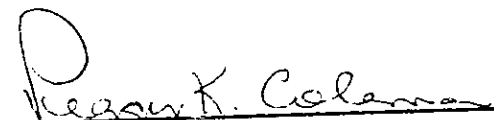
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

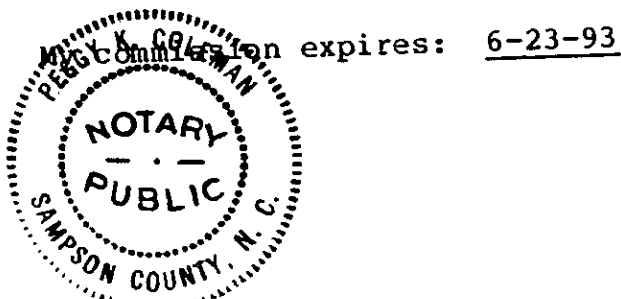
 (SEAL)
Edward S. Turlington

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

I, a Notary Public, do hereby certify that Edward S. Turlington personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants of Holly Lakes Subdivision Section Six, Phase One.

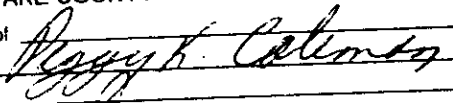
Witness my hand and notarial seal this the 8th day of July, 1991.


Notary Public



NORTH CAROLINA — WAKE COUNTY

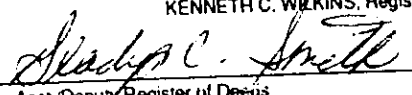
The foregoing certificate of



Notary 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 
Asst./Deputy Register of Deeds