Prepared by: (HOLD) Senter and Stephenson
Fuquay-Varina, NC 27526

PRESENTED
FOR
REGISTRATION

NORTH CAROLINA
WAKE COUNTY

000938

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LAURA [illegible]
REGISTER OF DEEDS
WAKE COUNTY

PROTECTIVE COVENANTS
OF
SPRINGFIELDS SUBDIVISION

Book of Maps 1998, page 22
Wake County Registry

KNOW ALL MEN BY THESE PRESENTS that Anderson Enterprises, Inc., owners, developer and declarant (Declarant); 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 whomever owned, which covenants are as follows:

ARTICLE I

No lot shall be used for except for residential purposes. No road shall be constructed on any lot in this subdivision connecting to any lot not in this subdivision.

ARTICLE II

No dwelling shall be permitted on any building unit which has not been prior approved by the Declarant for architectural appearance and compliance with the requirements of size hereinafter set out. A one (1) story dwelling shall not have less than 1400 square feet of finished living area. A one and one-half (1 1/2) story dwelling shall not have less than 1500 square feet of finished living area and a two (2) story dwelling shall have not less than 1600 square feet of finished living area. The Declarant reserves the right to waive up to seven percent (7%) of the above square footage requirements. Dwelling foundation to be of brick veneer or of similar acceptable materials to be approved by Declarant.

ARTICLE III

No dwelling shall be located nearer than forty (40) feet from the right of way of the public road or road on which it fronts, ten (10) feet from any side line or thirty (30) feet from any rear line. The Declarant shall have authority to waive a violation of these set back requirements up to ten percent (10%) of the set back violated and if the Declarant cannot be found, the owners of the adjoining lots shall be authorized to waive the violation the same as the Declarant.

ARTICLE IV

All dwellings shall have a minimum ten foot (10') wide paved driveway from the edge of the street pavement to within six feet of the foundation of the house or a minimum of sixty feet (60') in total length if the dwelling is located more than sixty feet (60') from the front of the lot.

ARTICLE V

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 Declarant. 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.

ARTICLE VI

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 700 square feet in size with attached shelters included and must be placed behind the main dwelling unit and shall be no closer than ninety feet (90') to the front lot line and shall conform to all other set back requirements set out in Article III.

ARTICLE VII

No noxious or offensive activity shall be conducted or permitted to be conducted upon any lot, nor shall anything be done or allowed to be done which may be or may become an annoyance or nuisance to the neighborhood. No motor vehicles 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 (30) days which cannot move under its own power and/or components.

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ARTICLE VIII

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.

ARTICLE IX

No fences of any kind over fifty-two inches (52") above the ground level may be placed in the front or side yards of any building unit unless approved in writing by the Declarant.

ARTICLE X

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

ARTICLE XI

No buildings or any type of structure will be built within the 50 foot buffer zone that parallels SR 1152 (Holly Springs Road) as shown on the recorded map.

ARTICLE XII

The Declarant reserves the right to subject all lots to a contract with Carolina Power and Light Company, or its successors, for easements for utility service.

ARTICLE XIII

TV satellite dishes **not to exceed two feet (2')** in diameter are permitted. All other larger satellite reception apparatus will not be permitted on any lot. No exposed satellite dishes or other electronic transmission or receiving equipment shall be permitted on any lot without street view and/or side lot view screening that has been approved by the declarant (or the adjoining lot owners, if the Declarant cannot be found) prior to installation which has been submitted by plans by the owner or the owner's agent.

ARTICLE XIV

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 31 December 2025, at which time they will expire.

ARTICLE XIV

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

IN TESTIMONY WHEREOF, Anderson Enterprises, Inc., Declarant, has caused this instrument to be executed by its president and secretary and the corporate seal affixed, all by proper corporate resolution granted by the board of directors.

ANDERSON ENTERPRISES INC CORPORATE SEAL N.C.

Anderson Enterprises, Inc.

Rufus R. Anderson, President

ATTEST:

Virgie T. Anderson, Secretary

NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a notary public, do hereby certify that **Rufus R. Anderson** personally appeared before me this day and acknowledged that he is ( ) president of **Anderson Enterprises, Inc.**, a NC corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name of its ( ) president, sealed with its corporate seal and attested by it ( ) secretary.

Witness my hand and notary seal, this 30 day of January, 1998.

JESSICA BETH DAY NOTARY PUBLIC WAKE COUNTY, N.C.

Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

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.

LAURA M. RIDDICK, Register of Deeds

By

Asst./Deputy Register of Deeds