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NASH COUNTY REGISTER

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NASH REGISTRY.

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DECLARATION OF
PROTECTIVE COVENANTS
NORTHGREEN VILLAGE

Waiver 1880 - 710

THIS DECLARATION OF PROTECTIVE COVENANTS of North-
green Village is made this 29 day of July
1974, by Northgreen Village Associates, a Joint Venture,
organized under the laws of the State of North Carolina, and
composed of HSL Investors, Inc., First Service Corporation
of North Carolina and John H. High Insurance and Realty
Company (herein "Northgreen");

WITNESSETH:

Northgreen hereby declares that the properties in
Nash County owned by it, described in Schedule "A" which is
attached and hereby made a part hereof and known as a part
of "Northgreen Village" are and shall be held, transferred,
and sold subject to the protective covenants set out herein,
which covenants or restrictions shall be in effect and shall
run with the land for the periods stated herein. No land
other than that described in Schedule A shall be deemed to
be subject to these protective covenants except by express
written declaration to that effect.

1. The real estate described herein and other
lots, if any, in Northgreen now or hereafter made subject
to similar protective covenants is developed in conjunction
with Northgreen Country Club, a private club (hereinafter
called "Country Club"), it being contemplated that all, or
a great majority, of the lots in this subdivision will
be owned by members of Country Club. In view of the mutual
and parallel interests of Northgreen and Country Club and
the desire of each to develop a private, exclusive and

harmonious club and community of people and homes, Northgreen reserves the authority to approve or disapprove architectural plans of proposed construction and the location of improvements on each lot as provided in Paragraph 4 hereof.

2. The real property described herein, which is made subject to the protective covenants and restrictions hereby declared for the purpose of insuring the best use and most appropriate development and improvement of Country Club and each building site in this subdivision; to protect Country Club and the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of the property of each; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials, to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

3. Each lot above described shall constitute a residential building site or lot (hereinafter called "lot") and shall be used for residential purposes only. The lay of the lots as shown on the recorded plat shall be substantially adhered to, provided, however, with the prior written approval of Northgreen, its successors or assigns, or the Architectural Committee, hereinafter referred to, the size and shape of any building site may be altered provided that

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no building lot or group of building lots may be resubdivided so as to produce a greater number of building lots. More than one lot may be used as one building site provided the location of any structure permitted thereon is approved in writing by the Architectural Committee referred to in Paragraph 4 hereof. Except as provided in this paragraph, no structure shall be erected, altered, placed or permitted to remain on any building site, other than one detached single family dwelling not to exceed two and one-half stories in height, together with outbuildings necessary for residential use, and a private garage for not more than three cars. Provided, however, that such main dwelling shall fulfill minimum construction cost requirements for improvements and contain no less than the minimum square footage designated for dwellings within the section of Northgreen Village in which the particular lot on which the dwelling is constructed is located, all as specified and designated in Schedule B attached hereto and by this reference made a part hereof. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be constructed on any building site provided it is accompanied by the main dwelling referred to in the preceding sentence, which apartment may be occupied by domestic servants employed at said main dwelling on the same building site or may be used as a guest house. Such apartment shall not be used otherwise, and in no event shall such apartment be rented. Such efficiency apartment may not be constructed unless said main dwelling has first been constructed or unless they are constructed at the same time.

In view of the possibility of change in economic conditions and in order to facilitate the protection of property interests in Northgreen Village and to preserve the

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character and atmosphere of that subdivision, Northgreen RESERVES the right to modify and amend the provisions of these protective covenants relating to minimum square footage of dwellings and minimum construction costs of dwellings within said subdivision, which provisions are as found in SCHEDULE B referred to above and attached hereto. Such modification or amendment of the provisions found in Schedule B attached hereto may be accomplished by recordation of an instrument stating such modification or amendment or by inclusion of such modification or amendment in the deed conveying the lot or lots affected thereby; PROVIDED, however, that no such modification or change may reduce or lower the original minimum requirements found in Schedule B attached hereto.

In recognition of the mutual benefit of the above provisions to Northgreen and to owners of lots in Northgreen Village, a purchaser of a lot or lots in Northgreen Village, his successors in interest and assigns, by accepting the conveyance of property located within Northgreen Village and subject to these protective covenants, evidences his consent and agreement to the above provisions concerning modification and amendment and to any such modification or amendment, of the requirements found in Schedule B attached hereto made pursuant to the above procedure.

4. No building, fence, mail box, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any building site until the building plans, specifications and plot plans showing the location of such improvements on the building site have been approved in writing as to conformity and harmony of external design, and external materials with existing structures in the area and as to location with respect to topography, lake, golf course, finished ground elevation and

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neighboring structures by an architectural committee (herein called "the Architectural Committee") composed of three (3) persons designated and appointed by Northgreen, or its successors or assigns. In the event the Architectural 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 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 Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

5. No building shall be constructed so as to violate front, side and rear set back requirements as specified in Schedule C attached hereto and by this reference made a part hereof. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, further, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The word "eaves" for the purpose of this covenant shall be deemed to include, without limitation, open carports. In the event that a dwelling is constructed nearer to the adjacent unit line than is permitted by this paragraph, but not nearer than five feet to such line, such violation may be waived by the execution and recordation in the Nash County Registry of an instrument in writing executed by Northgreen Village Associates, their successors or assigns, and the owners of the adjacent building unit on the side on which the violation occurs. Upon the execution and recordation of

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such waiver, said violation shall not thereafter be deemed to exist. In the event that a dwelling is constructed nearer to the front lot line or the side street line than is permitted by this paragraph but does not violate the set-back line by more than 10% of the minimum distance, such violation may be waived by the execution and recordation in the Nash County Registry of an instrument in writing executed by Northgreen Village Associates, their successors or assigns, and the owners of the adjacent building units, or if there is only one adjacent unit, by the owner of such adjacent unit. Upon execution and recordation of such waiver, said violation shall not thereafter be deemed to exist. In the event of the dissolution of Northgreen Village Associates, the signatures of the owners of the adjacent building units shall be deemed sufficient to waive the violation.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved over the five feet of the above-described lots adjacent to each boundary which does not border on a street. In the event that the owner of any lot shall acquire land adjacent to such lot, such lot owner may relocate the easement herein established adjacent to the lot line to conform to the increase in the size of his lot and new improvements erected thereon, provided that such relocation is done at his own expense and does not interfere with the rights of the owners of other property within this subdivision in services rendered by the easement herein created. Such relocated easement shall be the same width as the original easement.

7. No animals or fowls shall be kept or allowed to remain on any lot other than household pets, and household pets shall not be bred or maintained for commercial purposes.

8. 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.

9. No trade materials or inventory shall be stored on the premises and no trucks or tractors (other than lawn mowers) may be regularly parked on the premises.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, other than as provided for herein.

11. Adequate off-street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner, and owners of building sites agree not to park their automobiles on the streets in this subdivision.

12. Each owner shall keep his building lot free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, then Northgreen may have the required work done and the costs thus incurred by Northgreen shall be paid by the owner.

13. Aboveground exterior air-conditioning and heating equipment, other mechanical equipment, pens, yards and houses for household pets, garbage and trash cans or receptacles, and outside above-ground storage areas for construction materials, coal, oil, wood or other fuels shall be

screened from view or covered by the use of shrubs, fences or other suitable screening material.

14. All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not to be visible.

15. These covenants shall run with the land and be binding on all parties and persons claiming under them until January 1, 2000, on which date they shall automatically be extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of residential lots in the entire Northgreen Village residential development, whether covered by these or substantially similar covenants, it is agreed to change, amend or remove said covenants in whole or in part.

16. Enforcement of these covenants shall be by proceedings at law or in equity by anyone owning property subject to these protective covenants against any person or persons violating or attempting to violate any covenant either to restrain such violation or to recover damages.

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

IN WITNESS WHEREOF, the undersigned corporations have caused this instrument to be executed in their respective names as the partners of Northgreen Village Associates by officers duly authorized by their respective Boards of Directors, all as of the 25 day of July, 1978.

NORTHGREEN VILLAGE ASSOCIATES,
A JOINT VENTURE BY:

FIRST SERVICE CORPORATION OF NORTH
CAROLINA

By Henry Gregory
President

ATTEST John Hammond
Secretary





HSL INVESTORS, INC.

By M. W. [Signature]
President

ATTEST: Ed W. [Signature]
Secretary



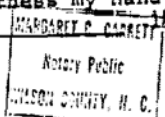
JOHN H. HIGH INSURANCE AND REALTY COMPANY

By Paul B. [Signature]
President

ATTEST: John [Signature]
Secretary

NORTH CAROLINA
COUNTY OF Wilson

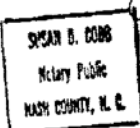
I, Margaret C. [Signature], Notary Public,
certify that [Signature] personally came
before me this day and acknowledged that he is Secretary of
First Service Corporation of North Carolina, a corporation,
and that by authority duly given and as the act of the cor-
poration the foregoing instrument was signed in its name by
its President, [Signature], sealed with
its corporate seal, and attested by her as its Secretary.

Witness my hand and notarial seal this 23 day
of July, 1974.
 Margaret C. [Signature]
Notary Public

My Commission Expires: 2/14/77

NORTH CAROLINA
COUNTY OF Wash

I, Duncan D. [Signature], Notary Public,
certify that [Signature] personally came
before me this day and acknowledged that he is Secretary of
HSL Investors, Inc., a corporation, and that by authority
duly given and as the act of the corporation the foregoing
instrument was signed by its President, [Signature],
~~sealed with its Corporate Seal~~ sealed with its Cor-
porate Seal and attested by himself as its Secretary.

Witness my hand and notarial seal, this 23 day of
July, 1974.
 Duncan D. [Signature]
Notary Public

My Commission Expires June 22, 1976

NORTH CAROLINA

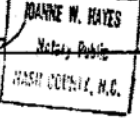
COUNTY OF

I, Joanne W. Hayes, Notary Public,

certify that John H. High personally came before me this day and acknowledged that he is Secretary of John H. High Insurance and Realty Company, a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President, Robert B. Leavitt, sealed with its Corporate Seal, and attested by himself as its Secretary.

Witness my hand and notarial seal, this 25th day of July, 1977.

Joanne W. Hayes
Notary Public



My Commission Expires: April 30, 1978

SCHEDULE A

BEING Lots 1 through 51, 54 through 190 and 193 through 504 as shown on plats entitled "Northgreen Village" Section One, Parts One through Eight, drawn by Moorman & Little, Inc., Engineers and Surveyors, dated January, 1974, and recorded in Map Book 11, Pages 89-96, Nash Registry.

SCHEDULE B

Attached to and made a part of "DECLARATION OF PROTECTIVE COVENANTS, NORTHGREEN VILLAGE."

MINIMUM CONSTRUCTION COST AND SQUARE FOOTAGE REQUIREMENTS

<u>Northgreen Section</u>	<u>Minimum Construction Cost of Dwelling, Excluding Lot</u>	<u>Minimum Square Footage of Dwelling</u>
A	\$45,000.00	2,250
B	40,000.00	2,000
C	35,000.00	1,750
D	30,000.00	1,500

NOTE: These requirements are subject to amendment or modification as provided for in said "Declaration of Protective Covenants, Northgreen Village."

SECTION A

Lots Nos: 118-139,
294-298, 333-340,
361-399, 400-447,
476-504.

SECTION B

Lots Nos: 27-49,
82-117, 141-167,
193-223, 353-360.

SECTION C

Lots Nos: 1-26,
50-51, 54-81, 140,
168-190, 246-265,
299-306, 317-332,
341-352, 448, 451,
452, 456-457, 460,
461, 464, 465, 469,
470, 474, 475.

SECTION D

Lots Nos: 224-245,
266-293, 307-316,
449, 450, 453, 454,
455, 458, 459, 462,
463, 466, 467, 468,
471, 472, 473.

SCHEDULE C

Attached to and made a part of "DECLARATION OF PROTECTIVE COVENANTS, NORTHGREEN VILLAGE."

SET BACK REQUIREMENTS

<u>Northgreen Section</u>	<u>Front Set Back</u>	<u>Side Street Set Back</u>	<u>Side Set Back</u>
A	50'	25'	12'
B	50'	20'	12'
C	50'	17 1/2'	12'
D	50'	17 1/2'	12'

SECTION A

Lots Nos: 118-139, 294-298, 333-340, 361-399, 400-447, 476-504.

SECTION B

Lots Nos: 27-49, 82-117, 141-167, 193-223, 353-360.

SECTION C

Lots Nos: 1-26, 50-51, 54-81, 140, 168-190, 246-265, 299-306, 317-332, 341-352, 448, 451, 452, 456-457, 460, 461, 464, 465, 469, 470, 474, 475.

SECTION D

Lots Nos: 224-245, 266-293, 307-316, 449, 450, 453, 454, 455, 458, 459, 462, 463, 466, 467, 468, 471, 472, 473.

NORTH CAROLINA - NASH COUNTY
 The foregoing or annexed certificates of Margaret B. Doughtie,
James D. Case James W. Hays
 is/are certified to be correct. Presented for registration and
 recorded in this office at Book 953, Page 863
 This 30 day of July, 1984 at 9:24 o'clock AM.
 Margaret B. Doughtie
 Register of Deeds
 By James D. Case
 Asst. Reg. of Deeds

FILED
 JUN 30 9 48 AM '84
 MARGARET B. DOUGHTIE
 REGISTER OF DEEDS
 NASH COUNTY, N.C.

17.50
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