

SEE ASSIGNMENT RECORDED IN
BOOK 1145 PAGE 870

BOOK M 38 PAGE 355

NORTH CAROLINA

PITT COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, Sam E. Nelson, being the owner of the property hereinafter described, and wife, Salena C. Nelson, of the County of Pitt and State of North Carolina, do hereby contract and agree with all other persons, firms and corporations, who may at any time hereafter acquire as owners any one or more of those lots or parcels of land hereinafter designated, that all of said lots or parcels of land shall be and the same are hereby subjected to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

FIRST: These covenants shall apply to the following described parcels of land only, to wit: Lots Nos. One (1) through Eight (8), Lots Nos. Fourteen (14) through Twenty-three (23), and Lots Nos. Twenty-nine (29) through Thirty-five (35), and as shown on map entitled "Country Club Hills, Addition No. 5", as shown on plat of survey prepared by J. L. Phillips, P. E. 105, dated April, 1968, and of record in Map Book 18, page 41, in the office of the Register of Deeds of Pitt County, North Carolina, said lots or parcels of land lying and being situate in Grifton Township, Pitt County, North Carolina. It is specifically agreed that the covenants set forth in this instrument shall apply only to the lots hereinbefore specifically enumerated and designated and shall have no force or effect whatsoever with reference to the other lots or parcels of land designated and shown on the aforesaid map of record.

SECOND: All lots to which these covenants apply, and hereinabove numbered, shall be designated and used as residential lots only. No lot, or combination of lots, shall be used as an access street to any other tract of land, without the written consent of the grantor hereof, first had and received. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half (2 1/2) stories in

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height, and a private garage for not more than four cars, and other accessor structures customarily incidental to residential use.

THIRD: No dwelling shall be located on any lot nearer than forty (40) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No dwelling shall be located nearer than eight (8) feet to an interior lot line. All detached accessory buildings, including detached garages, shall be placed to the rear of the dwelling and shall not be nearer than two (2) feet to the side or rear lot lines. For the purposes 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 on a lot to encroach upon another lot.

FOURTH: No residential structure shall be erected or placed on any building plot which has a lesser width at the front building set back line than that which now exists with reference to said lot and which would be determined by reference to the hereinbefore referred to map of record in the Pitt County Registry.

FIFTH: No dwelling shall be permitted on any lot at a cost of less than FIFTEEN THOUSAND DOLLARS (\$15,000.00), (exclusive of cost of the lot or lots) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that 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 cost stated herein for the minimum permitted dwelling size. The ground floor area of any residence, exclusive of porches, breeze-ways, and garages, shall be not less than eleven hundred (1100) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story. In the event that the purchasing power of the dollar increases and the cost of building in this locality is reduced, then the minimum cost of a house in the described area shall be reduced in the same proportion. The grantors herein, and their heirs and assigns,

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shall be the sole judge of the reduction in the costs of building in this locality and their judgment shall be final and irreviewable.

SIXTH: No building shall be erected, placed, or altered on any lot above referred to until the construction plans and specifications, and plan showing the location of the structure, have been approved by the grantors herein.

SEVENTH: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that saddle horses, dogs, cats or other household pets may be kept thereon, provided that they are not kept, bred, or maintained for commercial purposes. Any horse stable, lot or grazing area shall not be maintained within 100 feet of any dwelling, whether existing or proposed, and such facility shall be maintained in a sanitary condition at all times. The grantors herein, their heirs and assigns, shall be the sole judge of the sanitation or non-sanitation of such facility.

EIGHTH: No individual water system and no sewerage disposal system shall be permitted on any lot unless such systems are located, constructed, and equipped in accordance with the standards and requirements which are substantially equal to, or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages on property in this state in effect on the date such systems are constructed. Approval of such systems shall be obtained from the Health authority having jurisdiction.

NINTH: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

TENTH: 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.

ELEVENTH: Enforcement of these covenants shall be by proceedings at law or in equity against any person, persons, firm, or corporations violating or attempting to violate any covenant, either

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to restrain such violation, or to recover damages therefor.

TWELFTH: Invalidation of any one of these covenants by judgment or Court Order, shall in no wise affect any of the other covenants or provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Sam E. Nelson and wife, Salena C. Nelson, have hereunto subscribed their hands and affixed their seals on this the 12 day of May, 1969.

Sam E. Nelson (SEAL)
SAM E. NELSON
Salena C. Nelson (SEAL)
SALENA C. NELSON

NORTH CAROLINA

PITT COUNTY

I, Early E. Mullen, a Notary Public of the aforesaid County and State, do certify that Sam E. Nelson and wife, Salena C. Nelson, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal on this the 12 day of May, 1969.

Early E. Mullen
NOTARY PUBLIC

My commission expires:

Feb. 16, 1970

NORTH CAROLINA
PITT COUNTY

The foregoing certificate of Early E. Mullen a Notary Public of the aforesaid County and State is certified to be correct.

This 13th day of May, 1969.

Quincy J. Krawles, Cust.
REGISTER OF DEEDS
PITT COUNTY

RECEIVED PITT CO., N. C.
REGISTER OF DEEDS
Quincy J. Krawles
MAY 13 4 51 PM '69
By Quincy J. Krawles, Cust.