

STATE OF NORTH CAROLINA

BOOK 543 PAGE 677

COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 24<sup>th</sup> day of October, 1994, by LYNNDALE DEVELOPMENT COMPANY OF GREENVILLE, of Pitt County, North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property (hereinafter the "property") lying and being situate in Pitt County, North Carolina, and being all of Westover Subdivision, as shown on plat of record in Map Book 43, Page 24, reference to which is hereby made for a more full, complete and accurate description of said property;

NOW, THEREFORE, Declarant hereby declares that all of the property herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such party, to wit:

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them until February 1, 2014, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots located within said lands, it is agreed to change said covenants in whole or in part.

2. This property shall be known, described and restricted to residential purpose only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage and one detached outbuilding to be constructed incidental to the residential use of the property.

3. The interior heated floor area of any one story dwelling constructed on any lot on the property, exclusive of open porches and garages, shall not be less than 1,800 square feet and, for any multi-story dwelling, shall not be less than 2,000 square feet of heated floor area.

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GREENVILLE, N. C. 27835-0686

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4. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.

5. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.

6. No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale.

7. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any portion of the property, except that domesticated dogs, and cats and small nonoffensive and harmless household pets may be kept by the owner of the property, provided that they are not kept or used for breeding or maintained for any commercial purpose.

8. No commercial or business activity shall be permitted or shall be allowed to remain on the property, and no activity shall be carried on which under the ordinances of Greenville, North Carolina are identified as "home occupation". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.

9. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit a pick-up truck, up to 3/4 tons in size, which is used by any owner of this property for his personal conveyance or a lawn tractor to be used for the upkeep of the property.

10. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter.

11. No dwelling, building, structure or outbuilding, of any kind or nature, shall be constructed, erected, placed or altered on any lot on the property until the construction plans, specifications and plans showing the location of such structures have been approved in writing by declarant or its designee.

GREENVILLE, N. C. 27835-0686  
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12. No family dwelling shall be located nearer to the front lot line than the minimum building setback lines as shown on the recorded map. No family dwelling shall be located nearer than ten (10) feet to any side lot or back lot line. No outbuilding located less than one hundred fifteen (115) feet from the front lot line shall be located nearer than ten (10) feet to any side lot line.

13. All garages whose vehicular entrance face Westover Drive shall be equipped with an electronic automatic door and the doors shall remain closed except when a vehicle is actually entering or leaving the garage.

14. The invalidation of any one of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

15. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.

16. Landscaping, drainage and utility easements are reserved on said lots as shown on the recorded plat mentioned above.

17. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these restrictive covenants specifically apply, the owner reserving the right to develop other sections of the subdivision in other fashion or for other purposes.

18. It is expressly understood and agreed, that the several Restrictive Covenants contained herein shall attach to and run with the land for the benefit of any and all persons who now may own, or who may hereafter own property in said Westover Subdivision, and such persons are specifically given the right to enforce these Restrictions through any proceeding at law or in equity, against any person or persons violating or threatening to violate such Restrictions, and to recover any damages suffered by them from any violation; provided, the Declarant is specifically excluded from any liability for monetary damages.

Triangle East Bank, successor to New East Bank of Greenville, by merger, and Jerry W. Powell, Trustee, join in the execution of this instrument for the purpose of subordinating deed of trust dated June 27, 1991, and recorded in Book 315, Page 770 of the Pitt County Registry to these Restrictive Covenants and to subordinate the streets now dedicated in said subdivision to said deed of trust. Except as herein specifically designated,

GREENVILLE, N. C. 27835-0686

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BOOK 543 PAGE 680

the deed of trust shall remain unchanged and in full force and effect.

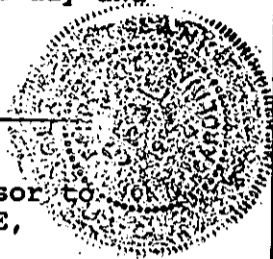
IN WITNESS WHEREOF, the said Jerry W. Powell, Trustee has hereunto set his hand and seal, and Triangle East Bank, successor to New East Bank of Greenville, by merger, has caused this instrument to be signed in its name by its (Vice) President and attested by its (Assistant) Secretary, and sealed with the common corporate seal by order of its Board of Directors duly given, and the Declarant has caused this instrument to be signed in its name by its (Vice) President, attested by its (Assistant) Secretary and its corporate seal affixed hereto, this the day and year first above written.

GREENVILLE, N. C. 27835-0686

*Jerry W. Powell*  
JERRY W. POWELL, TRUSTEE

TRIANGLE EAST BANK, successor to  
NEW EAST BANK OF GREENVILLE,  
by merger

BY: *Jerry W. Powell*  
Si (Vice) President



ATTEST:

*William H. Buck*  
(Assistant) Secretary



LYNNDALE DEVELOPMENT COMPANY OF  
GREENVILLE

BY: *W. B. Blount*  
(Vice) President

ATTEST:

*William H. Buck*  
(Assistant) SECRETARY



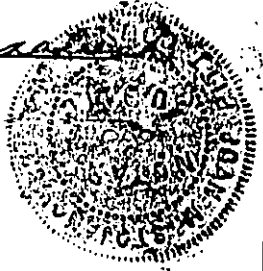
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NORTH CAROLINA  
PITT COUNTY

I, a Notary Public in and for the aforesaid County and State, do hereby certify that JERRY W. POWELL, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 24 day of October, 1994.

*Jean M. Stajarski*  
Notary Public



My Commission Expires ~~My Commission Expires~~ March 11, 1998

NORTH CAROLINA  
PITT COUNTY

I, a Notary Public in and for the aforesaid County and State, do hereby certify that FAREN R. BUCK personally appeared before me this day and acknowledged that She is (Assistant) Secretary/Cashier of TRIANGLE EAST BANK, successor to NEW EAST BANK OF GREENVILLE, by merger, a national banking institution duly organized, chartered, and licensed to do business in the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by her self as (Assistant) Secretary/Cashier.

Witness my hand and Notarial Seal, this the 24 day of October, 1994.

*Jean M. Stajarski*  
Notary Public



My Commission Expires: March 11, 1998

MATTOX, DAVIS & BARNHILL, P.A. ATTORNEYS AT LAW GREENVILLE, N. C. 27635-0686

BOOK 543 PAGE 682

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, a Notary Public in and for the aforesaid County and State, do hereby certify that THOMAS F. TAFT personally appeared before me this day and acknowledged that he is Secretary of LYNNDALE DEVELOPMENT COMPANY OF GREENVILLE, a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the 25<sup>TH</sup> day of October, 1994.

Margie B Stafford  
Notary Public

My Commission Expires: 3-27-95.

MARGIE B. STAFFORD  
NOTARY PUBLIC  
PITT COUNTY, NC

NORTH CAROLINA: Pitt County  
The foregoing certificates of Joan M Stajanski N.P. of Pitt Conc  
and Margie B Stafford N.P. of Pitt Conc  
are certified to be correct. Filed for registration at 4:05 o'clock P M this 25 day of October 1994

ANNIE G. HOLDER, Register of Deeds  
By Annie G. Holder

GREENVILLE, N. C. 27635-0886  
ATTORNEYS AT LAW  
MATTOX, DAVIS & BARNHILL, P.A.