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NORTH CAROLINA
PITT COUNTY

PREPARED BY: STEPHEN F. HORNE II, P.A.

DECLARATION OF CONDITIONS, RESTRICTIONS
AND COVENANTS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS, VANRACK, INC., a North Carolina Corporation, with its principal offices in Greene County, North Carolina; does hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring as owners any tract or parcel of land in the area designated or located in or near Pitt County, North Carolina known as SUTTER'S PLACE as recorded in Map Book 52, Page 136 and 136-A of the Pitt County Registry; said tracts are hereby subjected to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned to wit:

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until February 1, 2019, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.
2. If the undersigned or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation, except the party of the first part is specifically excluded from any liability for damages.
3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other of the provisions which shall remain in full force and effect.

4. No structure shall be erected, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and other outbuildings incident to the residential use of the plot.

5. No buildings shall be located on any residential building plot nearer to any lot line than as shown on the recorded plat. No building shall be located nearer than 10 feet to any side lot line.

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

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence, except a family fallout shelter built in conformity to plans and location approved by the Office of Civil Defense Mobilization.

8. No barns, stables, and outbuildings for the purpose of maintaining horses shall be permitted on any lot. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that no more than two domesticated dogs and cats and small non-offensive 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.

9. No mobile home, pre-fab, modular home, package home, or other pre-built home shall be placed on any lot to be used as a residence. Any residence built on this lot shall be "stick built" except that pre-fabricated roof trusses and pre-fabricated fireplaces and chimneys may be utilized in a residence built on this lot.

10. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to 3/4 ton in size, being used by any owner of this property for his personal conveyance, and such truck may be parked upon the property. Also the owner of any portion of the property may park thereon a lawn tractor to be used for the upkeep of the property.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials should be kept in a clean and sanitary condition.

12. No dwelling having less than 1550 square feet of heated living area shall be permitted on any lot.

13. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this tract of land other than those properties to which these Restrictive Covenants specifically apply.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat as above referred to. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which a public authority or utility company is responsible. Furthermore, an easement of five feet in width for the installation and maintenance of underground utilities and drainage is reserved along every front and side lot line and an easement of ten feet in width for the installation and maintenance of underground utilities and drainage is reserved along every rear lot line.

15. Adequate off-street parking shall be provided by the owners of each building site for the parking of automobiles owned by the said owners, and owners of building sites agree not to park their automobiles on the streets in the Sutter Place development.

16. Each property owner constructing a building on a lot or lots in Sutter Place Subdivision shall be responsible for having drain pipe properly installed, up to specifications required by the State of North Carolina, in the driveway for such building at the time of construction.

17. All driveways must be a minimum of ten feet wide and made of cement.

18. No satellite dish or comparable communication device having a size larger than twenty-four (24) inches in diameter may be located on any lot; further any such satellite dish or comparable communication device must be located in the center of the back yard of any lot.

19. No fence of any kind shall be constructed on any lots on the property in the front yard of such lot, said fence may not be any closer to the front yard than 25 feet from the front wall of the house.

20. During the construction of any building on a lot in Sutter Place the owners will insure that all debris is cleaned daily. Declarant reserves the right to assess a \$25.00 cleaning charge to any lot owner for failure to comply with this provision. Declarant shall have the right to file a lien for all sums assessed hereunder in the office of the Clerk of Court of Pitt County and to enforce said lien pursuant to the provisions of N.C.G.S. ~44A.

21. Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units within the subdivision, any party or person who may then own, or who may hereafter own, any interest in any lot within the subdivision, shall be obligated to pay to Greenville Utilities Commission of the City of Greenville, North Carolina the monthly rate per

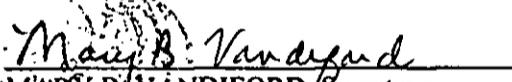
lot (plus applicable North Carolina sales tax) set forth in Electric Rate Schedule No. 4-A, entitled Rural Street Lighting Service, of the Utility Regulations of Greenville Utilities Commission. The obligation to pay such a monthly rate, as it may change from time to time, shall continue until such time as the subdivision is annexed into the corporate limits of a city, town or village, and responsibility for the cost of street lighting is assumed by, or transferred to, a governmental unit. At any and all mercury vapor or sodium vapor lighting units installed within the subdivision shall be and remain the property of Greenville Utilities Commission. Installation of street lighting on buildings and structures belonging to the owners of the lots within the subdivision or to others will not be permitted.

22. No more than one dwelling may be built on any lot, however, nothing shall prevent the building of one dwelling on more than one lot.

IN WITNESS WHEREOF, the declarant has executed this document the day and year first above written and adopted the word "Seal" appearing after their name as their own.

VANRACK, INC.

CHARLES R. VANDIFORD, President

ATTEST:

MARY B. VANDIFORD, Secretary



NORTH CAROLINA
COUNTY OF PITT

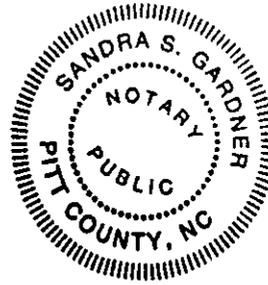
I, Sandra S. Gardner, a Notary Public of the aforesaid County and State do hereby certify that Mary B. Vandiford personally appeared before me this day and acknowledged that she is Secretary of VANRACK, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and Notarial Seal this the 2nd day of March, 1999 2000

Sandra S. Gardner
NOTARY PUBLIC

My Commission Expires: 5/15/02

public/wpdocs/relest/restcovs/sutter.cov



NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Sandra S Gardner

Notary(ies) Public is (are) certified to be correct. Filed for registration at 2:11 o'clock P M. this 6 day of March 20 00.

By Deborah Kauring
RODY J. TART, Register of Deeds
Assistant/Deputy Register of Deeds