

NORTH CAROLINA

PAMLICO COUNTY

THIS INDENTURE, made this sixth day of October, 1971, by and between GARVIN B. HARDISON and wife, VIVIAN B. HARDISON, of Pamlico County, North Carolina, WILMA H. WYNN and husband, LEO WYNN, of Bertie County, North Carolina, and WINIFRED H. CRANOR, divorced, of Wake County, North Carolina, parties of the first part, and the Prospective Purchasers and Purchasers of the lots of land as hereinafter described in

LAKE MINNESOTT ESTATES, SECTION III

a Subdivision in Number Five (5) Township, Pamlico County, North Carolina, parties of the second part;

W I T N E S S E T H:

THAT WHEREAS the parties of the first part are the owners of Lots Numbered 14, 15, 16, 17, 18, 19, 20, 21, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48 as shown upon, designated and described on a map of

Lake Minnesott Estates, Section III, prepared by Engineering Associates, New Bern, North Carolina, dated October 14 , 1971, which said map is recorded in the office of the Register of Deeds of Pamlico County, North Carolina, in Map Book Five at page 63; and

WHEREAS, for the purpose of making said lots in said Subdivision more desirable, the owners hereby make this agreement for the purpose of restricting the aforesaid lots in accordance with the conditions hereinafter set out so as to promote the best interests of Prospective Purchasers, and to protect their investments, and to protect subsequent purchasers of the aforesaid lots; and

WHEREAS the parties of the first part desire that the purchasers and subsequent owners of said lots be protected in the use and enjoyment of said lots;

NOW, THEREFORE, in consideration of the premises, the parties of the first part specify that each of the aforementioned

Drawn by:  
BERNARD B. HOLLOWELL  
ATTORNEY AT LAW  
BAYBORO, N. C.  
28915

For AMENDMENT TO THE RESTRICTIONS SEE BOOK 178, PAGE 103.

*Handwritten signature: H. J. McCallister*  
REGISTER OF DEEDS

lots as shown on said map or plat of the subdivision known as  
 Lake Minnesott Estates, Section III,  
 shall be held, sold and conveyed subject to the hereinafter set  
 out conditions and restrictions, and that said conditions and  
 restrictions shall become a part of each instrument conveying  
 any of said lots, as fully and to the same effect as if set out  
 therein, and that as a condition of the sale or conveyance of any  
 of the aforesaid lots, the purchasers agree and covenant to  
 abide by and conform with said conditions and restrictions.

The Covenants, Restrictions and Conditions are as  
 follows:

1. These covenants are to run with the land and shall be binding on all parties and all parties claiming under them until January 1, 1989, 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 lots, as aforesaid, it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from doing so, or to recover damages for such violation.
3. If any of these restrictive covenants shall be declared invalid by any court of competent jurisdiction, its invalidation by lawful judgment or court order shall in no wise affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect.
4. All of the lots shall be known and described as residential building sites. No structure shall be constructed altered, placed or permitted to remain on any of said lots in the Subdivision unless the same is a residence. The lay of the lots as shown on the recorded map shall be adhered to and no lot or group of lots may be subdivided so as to provide a greater number of smaller lots except with the approval of the owners of Lake Minnesott Estates; however, more than one lot may be used for the erection or placement of a residential structure provided the location of the structure and its external designs and external materials are approved in writing by the Architectural Committee of said Subdivision, its agents, successors or assigns. No additional streets, roadways or driveways, either public or private, shall be opened from or through any lot to serve adjoining property, except by the owners of Lake Minnesott Estates.
5. No structure shall be erected, altered, placed or permitted to remain on any building site on said lots other than one detached single family dwelling not to exceed two and one-half stories in height, exclusive of basements, and one detached structure not exceeding two stories in height, to be used as a private garage for not more than three (3) cars, which structure may in addition contain servants' quarters.

6. No building, fence, wall or other structure or permanent improvement whatsoever shall be erected, placed or altered on any of said lots until the building plans, specifications and plot plan showing the location of such building or other structure and the square footage of such building and the design and location of any fence, 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, the lay of the lot and the finished ground elevation, by an Architectural Committee composed of three persons designated and appointed by a majority of the owners of said lots or their successors.

No concrete blocks either in buildings or walls shall be used above the finished ground elevation, unless such blocks are covered with brick veneer or stone. No asbestos shingles or asbestos siding, or any type of asphaltic covering shall be used on exterior walls.

In the event that the aforesaid Committee fails to approve or disapprove such design or location within thirty days after both 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 said alterations, have 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.

7. No building shall be located on any said lot nearer to the front lot line than the minimum building line located, shown and delineated on the map of Lake Minnesott Estates, Section III, hereinabove referred, or located less than ten feet (10') from any side lot line.

8. No residential structure may be constructed on any of these numbered lots restricted herein, unless they shall contain not less than an aggregate of one thousand one hundred (1,100) square feet. The minimum square footage described by this section shall include an allowance for outdoor living with permanently covered areas being given one-half of the actual square footage involved, but in no event shall any structure contain less than nine hundred (900) square feet of heated area.

9. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises without consent of the Architectural Committee. No basement, tent, shack, garage, barn or trailer shall at any time be used as a residence, temporarily or otherwise, nor shall any structure of a temporary nature be used as a residence, temporarily or permanently, and no tent, shack, barn or other outbuilding, trailer, house trailer, or mobile home shall be erected, placed or allowed to remain on any building plot or lot restricted by these covenants. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

10. The necessary easements and rights of way on lot lines for drainage, utilities, telephone, sewerage and water and for service and ingress and egress thereto are hereby reserved.

11. Swimming pools, piers, boat houses, cabanas and garden or summer houses will be permitted on said lots subject to the approval of the Architectural Committee.

12. All individual purchasers from and after this date shall be required to keep their respective lots free and clear of all weeds, rubbish, debris and other matter.

13. The agreements contained herein shall not be construed as imposing any covenants and restrictions on any property of the owners of the Subdivision other than those lots to which these protective and restrictive covenants specifically apply.

IN WITNESS WHEREOF, parties of the first part have set their hands and seals, the day and year first above written.

Garvin B. Hardison (SEAL)  
Garvin B. Hardison

Vivian B. Hardison (SEAL)  
Vivian B. Hardison

Wilma H. Wynn (SEAL)  
Wilma H. Wynn

Leo Wynn (SEAL)  
Leo Wynn

Winifred H. Cranor (SEAL)  
Winifred H. Cranor

NORTH CAROLINA

PAMLICO COUNTY

I, Reba P. Anderson, a Notary Public in and for said county and state, certify that Garvin B. Hardison and wife, Vivian B. Hardison, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this 1<sup>st</sup> day of Nov, 1971.

Reba P. Anderson  
Notary Public

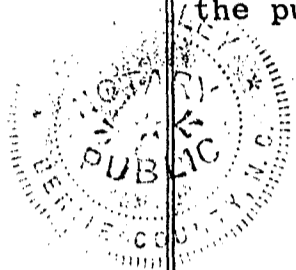
My commission expires Dec 7 1974



NORTH CAROLINA

BERTIE COUNTY

I, R.S. Holley, a Notary Public in and for said county and state, certify that Wilma H. Wynn and husband, Leo Wynn, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.



Witness my hand and official seal, this 2 day of Nov, 1971.

[Signature]  
Notary Public

MY COMMISSION EXPIRES  
MARCH 29, 1972

My commission expires

NORTH CAROLINA

WAKE COUNTY

I, Reba P. Anderson, a Notary Public in and for said county and state, certify that Winifred H. Cranor personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this 1st day of Nov, 1971.

Reba P. Anderson  
Notary Public

My commission expires Dec 7 1974

NORTH CAROLINA

PAMLICO COUNTY

The foregoing certificates of Reba P. Anderson Pamlico Co. N.C. & R.S. Holley, Bertie Co N.C. are certified to be correct. This instrument was presented for registration and recorded in Book 162 at page 280, in this office.



This 3 day of November, 1971, at 11:00 o'clock a m.

Ida J. McVitt  
Register of Deeds