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Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 4685 PG 222 - 230

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Prepared by: Graham, Nuckolls, Conner Law Firm, PLLC

STATE OF NORTH CAROLINA

COUNTY OF PITT

DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS
FOR FAIRVIEW ACRES SUBDIVISION

THIS DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS made on the date hereinafter set forth by Harold Powell Dew, Jr., hereinafter referred to as “Declarant”; and Prospective Purchasers of lots in Fairview Acres, a residential subdivision located in Pactolus Township, Pitt County, North Carolina, hereinafter referred to as “Owners”

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Pactolus Township, Pitt County, North Carolina, which is more particularly described as follows:

Located in Pactolus Township, Pitt County, North Carolina, and being bounded on the north by NCSR 1534 (Old Pactolus Hwy), on the east by Charlestowne, Section 1, Phase 2 as shown in Map Book 50, Page 23 of the Pitt County Registry, and on the south and west by the property of the City of Greenville being described as Tract 1 on that plat of Survey for The City of Greenville Golf Course Site, of record in Map Book 52, Page 154-A of the Pitt County Registry, and beginning at the intersection of the centerline of NCSR 1535 (Sunnyside Road) and the

Submitted electronically by "The Graham Nuckolls Conner Law Firm" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Pitt County Register of Deeds.

southern right of way line of NCSR 1534 (Old Pactolus Road) at a set PK Nail, thence with the southern right of way line of NCSR 1534 (Old Pactolus Road) N 79-34-12 E 375.59 feet to an iron, the TRUE POINT OF BEGINNING, thence from the TRUE POINT OF BEGINNING, with the southern right of way line of NCSR 1534 (Old Pactolus Road) N 79-34-32 E 1127.34 feet to an iron, thence continuing with the southern right of way line of NCSR 1534 (Old Pactolus Road) N 80-36-42 E 504.20 feet to an iron, thence with the line of Charlestowne, Section 1, Phase 2 as shown in Map Book 50, Page 23 of the Pitt County Registry as follows:
S 02-09-04 E 276.44 feet to an iron,
S 19-55-35 E 75.93 feet to an iron,
S 73-45-53 W 146.08 feet to an iron,
S 16-14-07 E 50.00 feet to an iron,
S 73-45-53 W 12.51 feet to an iron, and
S 16-14-07 E 129.07 feet to an iron, in the line of the property of the City of Greenville being described as Tract 1 on that plat of Survey for the City of Greenville Golf Course Site, of record in Map Book 52, Page 154-A of the Pitt County Registry, thence with the line of the City of Greenville as follows:
S 69-47-54 W 582.52 feet to an iron,
N 82-32-42 W 649.16 feet to an iron, and
N 41-33-42 W 527.36 feet to an iron, the TRUE POINT OF BEGINNING, and being all of that tract containing 18.2862 acres and labeled "Briley Enterprises of Greenville, Inc. DB 893, PG 833" and "J.D. Briley DB 776, PG 527" as shown on that Survey for the City of Greenville Golf Course Site, by Stroud Engineering, P.A. dated September 3, 1999, of record in Map Book 52, Page 154-A of the Pitt County Registry, incorporated herein by reference.

Being the same property deeded from BRILEY ENTERPRISES OF GREENVILLE, INC. to Frank Howey and Alison Howey (one-half undivided interest) recorded in Deed Book 3396, Pages 431-434 of the Pitt County Registry, the legal description contained in said deed is incorporated herein for a more complete metes and bounds description.

A portion of the above Being all of Lots 2-5 of Fairview Acres as shown on that map which appears of record in Map Book 94, Page 55 of the Pitt County Registry;

WHEREAS, Declarant proposes to sell and convey Lots 2, 3, 4, and 5 of Fairview Acres as shown on the aforesaid plat recorded in Map Book 94, Page 55 of the Pitt County Registry to be used for residential purposes; and

WHEREAS Declarant, prior to selling and conveying the aforesaid residential Lots, desires to impose upon such Lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit of all

of the residential Lots in the subdivision in order to promote the best interest and to protect the investments of Declarant and Owners;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above (being Lots 2, 3, 4, and 5) shall be held, subdivided, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of Fairview Acres Subdivision, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

RESTRICTIONS ON USE AND OCCUPANCY

1. If the parties hereto or any of them or their heirs or assigns, shall violate any of the Restrictions herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person(s) or entity violating or attempting to violate any such Restriction and either to prevent him or them from doing so or to recover damages for such violations.
2. If enforcement of any provisions herein is prosecuted by a person or persons owning real property situated in said development or subdivision, the prevailing party(ies) shall be entitled to recover a reasonable attorneys fee and costs from any party found to be in violation of these Restrictions by any court of competent jurisdiction.
3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
4. All lots in this tract of the subdivision shall be known and described as residential lots for residential purposes only.
5. No structure shall be erected, altered, placed or permitted to remain on any residential plot other than one single family dwelling not less than One Thousand Seven Hundred Fifty (1,750) heated square feet except as may be allowed in paragraph 9 of this section below.
6. Once construction of a dwelling has begun, said construction must be completed within two (2) years of the beginning of construction.

7. Any dwelling built upon any Lot shall be “stick built” only. No modular home, mobile home, double-wide, and/or manufactured home shall be located or otherwise placed upon any Lot.

8. All dwellings must be underpinned with a brick or stone foundation and have permanent steps.

9. Accessory Dwelling Units (ADU’s) shall be permitted at the rear of the property if allowed and permitted by ordinance of the City of Greenville.

10. No barber shops, beauty parlors or shops, or commercial or business activity shall be permitted or suffered to remain on any of the lots shown on the plat map referred to herein recorded in Map Book 94, Page 55, nor shall any activity be carried on which under the Ordinances of the City of Greenville, North Carolina are identified as “Cottage Industries”.

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

12. Any Liquid Propane Gas tank installed on a lot must be located in the backyard and must be fenced or enclosed in a manner so as to not be visible from the front yard. The backyard portion of the premises being defined as that particular area of the yard located between the rear corner of the dwelling and the back or rear lot line.

13. No satellite dish or comparable communication device is allowed to be located or placed upon any lot or dwelling or ADU (see paragraph 9 above), except for one small dish no larger than 18 inches in diameter so long as said small dish is not visible from the front yard. No transmitting tower or antenna exceeding a height of twenty (20) feet from ground level shall be located, placed, used, or erected on any lot, either temporarily or permanently.

14. No provision contained in these Restrictions shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce these Restrictions against any person or entity in violation of said Restrictions by any person or persons owning real property situated within the Fairview Acres Subdivision as shown on that map recorded in Map Book 94, Page 55, Pitt County Registry, no matter the duration of the violation or how often the failure to enforce is repeated.

ARTICLE 2

ANIMALS

1. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, with the exception of the following: Household pets, such as dogs and cats, may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. If this provision is limited in any way by operation of City or County Ordinance, these Restrictions shall impose upon the Lot Owner the stricter limitation as between the City and County Ordinance.

2. No person owning or having custody of an animal shall allow the animal to stray or go upon another owner's lot without the consent of that other owner. All animals shall be on a leash when outside the owner's dwelling, unless they are in a secure, fenced-in area. The owner shall be responsible for cleaning and removing all droppings from their animals.

ARTICLE 3

SEWAGE

1. For lots containing septic tanks (lots 2, 3, 4, and 5), each property owner is responsible for their own installation, permit, and maintenance of their private on-site sewage system.

ARTICLE 4

WATER AREA

1. Each owner of a lot which borders the water area, as shown on that map recorded in Map Book 94, Page 55, Pitt County Registry, shall maintain any portion of their lot adjacent to the water area and keep it free of debris, but shall not remove any wetlands species or do anything that would adversely affect water quality within the water area. No docks may be erected.

2. Lot 3 has an access easement across lot 2 adjacent to the pond and consisting of ten (10) feet along the perimeter of the pond to access the area located at the rear of Lot 3 south of the pond.

ARTICLE 5

VEHICLES, BOATS, RECREATION VEHICLES, AND TRAILERS

1. No stripped, partially wrecked, or junk motor vehicles, boats, recreation vehicles, and/or trailers shall be permitted to be parked or kept upon any lot. All vehicles, boats, recreation vehicles, and/or trailers must be in good working condition with current registration and tags.

ARTICLE 6

SUBDIVISION OF LOTS

1. No lot within the subdivision (Lots 2, 3, 4, and 5) may be subdivided by sale or otherwise so as to reduce the total lot area as shown on the recorded plat in Map Book 94, Page 55, Pitt County Registry, except by or with the consent of the Declarant and, if required, by the appropriate governmental authority.

SECTION 7

MAINTENANCE

1. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on any lot, except in sanitary containers. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portions of this property free and clear of weeds, rubbish, trash, debris, and other matter.

2. The owners of any lot agree to maintain their respective premises in a neat, presentable and attractive condition, including but not limited to: keeping garbage in a closed container, cutting unsightly tall grass and weeds, and removing trash and debris from the premises.

ARTICLE 8

FENCES

1. Property border fencing shall consist only of treated wood (6x6 corner posts, 4x4 line posts, 4.5' high, 4 rail 2x6).

2. Other types of fencing (wood, vinyl, chain link) may be installed closer to the dwelling, but shall not block the view of any Lot Owner of the golf course or pond.

3. Prior to erecting any fence(s) authorized under this Article, a Lot Owner must follow all County and/or Municipality permit requirements prior to installation to ensure there are no unpermitted fences located within the Fairview Acres Subdivision.

ARTICLE 9 EASEMENTS

1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and/or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

(Intentionally Left Blank – Signature Page to Follow)

IN WITNESS WHEREOF, the Declarant, Harold Powell Dew, Jr., has hereunto set his hand and seal this the 11th day of September, 2025.

DECLARANT

Harold Powell Dew, Jr.
Harold Powell Dew, Jr.

NORTH CAROLINA

COUNTY OF PITT

I, Timothy E Burch, a Notary Public of the aforesaid County and State, do hereby certify that Harold Powell Dew, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal, this the 11th day of September, 2025.

Timothy E Burch
Notary Public

My commission expires:

6-3-2029



