BOOK 1270 PAGE 525

NORTH CAROLINA
PITT COUNTY

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR INDIAN WELLS

THIS DECLARATION, made this the 28th day of February, 2002, by **DOROTHY W. WALKER**, Unmarried, of Redlands, California, hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter the "property") lying and being in Chicod Township, Pitt County, North Carolina, and being all of INDIAN WELLS, as shown on plat of record in Map Book 57, Page 21 and 21-A, Pitt County Registry, 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, theirs 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 January 1, 2026, 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 purposes 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 or carport for not more than two cars) and one detached outbuilding to be constructed incidental to the residential use of the property.

File:

After Recording, Return to: Verm G. Snyder P.O. Box 545, Greenville NC 27835-0545

See Instrument recorded In Book 1336 Page 306

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3. Any residence built on any lot in the subdivision shall contain no less than 1,500 square feet of heated space, exclusive of one story open porches and garages.

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. Only "stick built" homes constructed on site shall be allowed on the property and no modular or factory built homes shall be permitted to exist on any lot at any time.

6. No sign of any kind shall be displayed to the public view on this property except one sign 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, 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 purposes; and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, but that there will not be allowed on the property an unreasonable number of such animals. For example, no owner of any lot within the property will be allowed to keep an unreasonable number of hunting dogs or other such animals in kennels on the property.

8. No barbershop, beauty parlors or shops, or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina, are identified as "cottage industries". 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 the owner of a pick-up truck, up to 3/4 tons in size, to be 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.

10. 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 shall be kept in a clean and sanitary condition.

11. 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.

12. No fence shall be constructed over six (6) feet in height or built or erected on any lot; and any such chain link fence, split-rail fence or privacy fence shall be constructed, built or erected at least one foot from the property lines of such lot, after having obtained written approval for same from Declarant or her designee. It is further provided that no fence of any kind shall be constructed on any lots on the property closer to the front of any lot than the rear portion of the main dwelling constructed on said lot.

13. No dwelling, building, structure or outbuilding, of any kind or nature, shall be constructed, erected, placed or altered on an 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 her designee.

14. No family dwelling shall be located nearer than twenty-five (25) feet from the front line 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 may be located within one hundred (100) feet from the front lot line and shall not be located nearer than ten (10) feet to any side or back lot line.

15. 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.

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

17. Any attached or detached garage located on any lot which opens to the front or any side lot line must have a garage door which will close to block the view of articles stored in said garage.

18. 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 may hereafter own, any interest in any lot within the subdivision, shall be obligated to pay to Greenville Utilities 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. The obligation to pay such 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 governmental unit. Any and all mercury vapor or sodium lighting units installed within the subdivision shall be and remain the property of Greenville Utilities. Installation of street lighting on buildings and structures permitted.

19. Nothing herein contained shall be construed as imposing any covenants or restrictions on any other property of Dorothy W. Walker, her heirs, successors, and assigns, other than those properties to which these Restrictive Covenants specifically apply.

Dorothy W. Walker, her heirs, successors, and assigns, hereby expressly reserve the right and privilege to designate one or more of the lots shown on the aforesaid map of Indian Wells Subdivision, which is of record in Map Book 57, Page 21 and 21-A, of the Pitt County Registry, for the use of streets for access to adjoining property, and for egress and ingress between the property shown on the aforesaid map and adjoining property, and the right and authority of Dorothy W. Walker, to designate one or more lots shown on the aforementioned map for the use as a street shall include the right to offer for dedication one or more of the lots for the use as a street for access purposes; and such designation of said lots for streets can be made at any time that Dorothy W. Walker, is the record owner of such lot or lots to be offered for dedication or at any time that the record owner of such lot or lots consents in writing to such designation by Dorothy W. Walker, and before the construction of a house thereon, by recordation of an instrument in the Pitt County Registry; the provisions of these covenants respecting the use of lots for residential purposes shall not be deemed to prevent the designation and use of such lots for streets for access to adjoining property; in the event that Dorothy W. Walker, shall designate one or more lots shown on the aforementioned map for use as a street, then the setback line of the side yard of the lot or lots abutting or adjoining said street or streets shall be as specified in this Declaration and comparable to similarly situated lots as shown on the aforesaid map of Indian Wells Subdivision.

IN WITNESS WHEREOF, the Declarant has hereunto set her hand and seal this the day and year first above written.

Dorothy W. Walker (SEAL)
DOROTHY W. WALKER

NORTH CAROLINA
COUNTY OF PITT

I, Heather N. Waters, a Notary Public of the aforesaid County and State do hereby certify that **DOROTHY W. WALKER, Unmarried** personally came before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal this the **28TH day of February, 2002.**

My commission expires: 06-05-2006

Heather N. Waters
Notary Public

OFFICIAL SEAL
Notary Public, North Carolina
Pitt County
HEATHER N. WATERS
My Commission Expires 06-05-06

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

Notary(ies) Public is (are) certified to be correct. Filed for registration at 11:48 o'clock A M. this 1 day of March 2002.

JUDY J. TART, Register of Deeds
By _____
Assistant/Deputy Register of Deeds

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FILED
JUDY J. TART
REGISTER OF DEEDS
02 AUG -1 PM 4:10
PITT COUNTY, NC

file:

Prepared by Vernon G. Snyder III
Gaylord, McNally, Strickland, Snyder, & Holscher, L.L.P.
498 Red Banks Road, Greenville, North Carolina 27858

NORTH CAROLINA
PITT COUNTY

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR INDIAN WELLS

THAT, WHEREAS, there appears of record in Book 1270, Page 525, of the Pitt County Registry, that certain document entitled "Declaration of Covenants, Conditions & Restrictions For Indian Wells", which document imposes covenants and restrictions upon the lots in the area designated as Indian Wells Subdivision, which is located in Chicod Township, Pitt County, North Carolina, and specifically described as all of that land which duly appears of record in Map Book 57, Page 21 and 21-A, of the Pitt County Registry; and

WHEREAS, said document provides that the covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2026, at which time said covenants shall automatically be extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part; and

WHEREAS, the undersigned constitute all current owners of said lots, and they desire to change the covenants as hereinafter provided;

NOW, THEREFORE, the "Declaration of Covenants, Conditions & Restrictions For Indian Wells", appearing of record in Book 1270, page 525, of the Pitt County Registry, is amended effective July 1, 2002, in the following respects:

FIRST: Paragraph 3. on page 2 is amended to read as follows:

3. Any residence built on Lots 1, 2, 3, 4, 5, 18, 33, 34, 35, 36, 37, 38, 39 and 40 in the subdivision shall contain no less than 1,500 square feet of heated space, exclusive of one story open porches and garages. Any residence built on Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in the subdivision shall contain no less than 1,800 square feet of heated space, exclusive of one story open porches and garages.

SECOND: Paragraph 5. on page 2 is amended to read, as follows:

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. Only "stick built" homes constructed on site shall be allowed on the property and no modular or factory built homes shall be permitted to exist on any lot at any time. No structure is permitted to be constructed on an at grade concrete slab. Raised slab construction shall be permitted with a minimum brick foundation height of 24 inches, with simulated foundation vents constructed at intervals in said foundation according to the North Carolina Building Code.

IN TESTIMONY WHEREOF, the undersigned owners of lots have hereunto set their hands and seals, this the 1st day of July, 2002.

Dorothy W. Walker (SEAL)
Dorothy W. Walker

Indian Wells Properties, Inc.

BY Dorothy W. Walker (SEAL)
Dorothy W. Walker, President

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Biggs Construction, Inc.

BY: Edward D. Biggs Jr. (SEAL)
Edward D. Biggs, Jr., President

Signature: Richard W. Briley III (SEAL)
Print name here: **Richard W. Briley, III**

Signature: Gina L. Briley (SEAL)
Print name here: **Gina L. Briley**

STATE OF CA
COUNTY OF San Bernardino

I, Kelly Snodgrass, a Notary Public for the aforesaid County and State, do hereby certify that **DOROTHY W. WALKER, an unmarried person** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the 26th day of July, 2002.
My commission expires: Feb. 12, 2006

Kelly Snodgrass
Notary Public

KELLY SNODGRASS
Commission # 1339930
Notary Public - California
San Bernardino County
My Comm. Expires Feb 12, 2006

STATE OF CA.
COUNTY OF San Bernardino

I, Kelly Snodgrass, a Notary Public for the aforesaid County and State, do hereby certify that **Dorothy W. Walker** personally appeared before me this day and acknowledged that she is **President of Indian Wells Properties, Inc,** and acknowledged, on behalf of Indian Wells Properties, Inc., the due execution of the foregoing instrument.

This the 26th day of July, 2002.

My commission expires: Feb. 12, 2006

Kelly Snodgrass
Notary Public

KELLY SNODGRASS
Commission # 1339930
Notary Public - California
San Bernardino County
My Comm. Expires Feb 12, 2006

STATE OF North Carolina
COUNTY OF Pitt

I, Heather N. Waters, a Notary Public for the aforesaid County and State, do hereby certify that **Edward D. Biggs, Jr.** personally appeared before me this day and acknowledged that she is **President of Biggs Construction, Inc,** and acknowledged, on behalf of Indian Wells Properties, Inc., the due execution of the foregoing instrument.

This the 30th day of July, 2002.

My commission expires: June 11, 2006

Heather N. Waters
Notary Public

OFFICIAL SEAL
Notary Public, North Carolina
Pitt County
HEATHER N. WATERS
My Commission Expires 06-11-06

STATE OF North Carolina
COUNTY OF Pitt

I, Tamara Stokes, a Notary Public for ~~the aforesaid~~ Lenoir County and State, do hereby certify that **RICHARD W. BRILEY, III** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the 1st day of August, 2002.

My commission expires: 2/26/2007

Tamara Stokes
Notary Public

STATE OF North Carolina
COUNTY OF Pitt

I, Tamara Stokes, a Notary Public for ~~the aforesaid~~ Lenoir County and State, do hereby certify that **GINA L. BRILEY** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the 1st day of August, 2002.

My commission expires: 2/26/2007

OFFICIAL SEAL
Notary Public, North Carolina
Lenoir County
My Commission Expires 2/26/2007

Tamara Stokes
Notary Public

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Kelly Snodgrass, Heather N. Waters, Tamara Stokes
Notary(ies) Public is (are) certified to be correct. Filed for registration at 4:10 o'clock P M. this 1 day of August 2002.

JUDY J. TART, Register of Deeds
By _____
Assistant/Deputy Register of Deeds