

Type: CONSOLIDATED REAL PROPERTY
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Fee Amt: \$26.00 Page 1 of 9
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 3953 PG 243 - 251

**NORTH CAROLINA
PITT COUNTY**

RESTRICTIVE COVENANTS OF OCTOBER GLORY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that TUCKER FARMS, INC., a North Carolina corporation (hereafter, "Declarant") does hereby covenant and agree to and with all other persons, firms and corporations, now owning or hereafter acquiring as owner, any lot or parcel of land in the area designated as October Glory Subdivision which is located in Grimesland Township, Pitt County, North Carolina, and specifically described as follows:

Being all of the numbered Lots 1-9, 12-19 and 51, as shown on a map of October Glory Subdivision, recorded in Map Book 71, Page 55 of the Pitt County Public Registry.

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 June 1, 2032, 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. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, provided that no amendment shall alter any obligation to pay assessments to benefit the Common Use Areas, as herein provided, affect any lien for the payment of same or alter any rights reserved by Declarant. To be effective any amendment must be recorded in the Office of the Register of Deeds of Pitt County. Notwithstanding the foregoing, the Declarant specifically reserves the absolute and

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submitted electronically by "Horne & Horne, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pitt County Register of Deeds.

unconditional right, as long as Declarant owns any Lot, to amend this Declaration without the consent of Joinder of any party to: (I) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local government entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein. Notwithstanding any other terms and conditions contained herein, no amendment may be made to this Declaration amending or terminating the rights of the Declarant without prior written consent of the Declarant.

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 or carport for not more than three cars) and one non-attached outbuilding to be constructed incidental to the residential use of the property. The Declarant may continue farming undeveloped land until conveyed to a nonsignatory.

3. The interior heated floor area of any dwelling constructed on any lot on the property, exclusive of open porches and garages, shall not be less than 1600 square feet, unless approved in writing by Declarant or its designee.

4. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may 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 temporary or permanently, and no trailer, mobile home, modular home, basement, tent, shack, garage, 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 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; 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.

8. No lot shall be used or maintained for outside storage of bulk items such as building materials or any other items, or 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 and shall, except on trash pickup days, be located in the back yard of a lot in an area not visible from the street in front of the dwelling.

9. No barbershop, beauty parlors, or shops, or any 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 Pitt County, North Carolina or the Town of Greenville 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.

10. 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, 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. No mini-bikes, motorbikes, ATVs or similar vehicles shall be used on lawns, unpaved streets or undeveloped areas. No boats, trailers, recreational vehicles or the like shall be parked in the Development except for on a driveway, inside a garage, or in the backyard, directly in back of a dwelling. No stored vehicles (stored vehicles shall be defined as any vehicle left undriven for more than seven days) shall be parked on the streets of the Development. No vehicles covered with tarpaulins, boats, trailers, recreational vehicles or the like shall be parked on a lot other than in a garage or in the back yard of a lot in an area not visible from the street in front of the dwelling or from any portion of the common area. No outdoors clotheslines shall be permitted.

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. Without limiting the foregoing, during any construction all Lots shall be kept clean and maintained free from trash and construction debris, particularly such items as may blow or be dispersed onto other property.

12. Other than as provided herein, no dwelling, building, structure, fence or outbuilding, of any kind or nature, shall be constructed, erected, placed on any lot on the property nor shall any exterior addition or change (but not including a change of materials and/or a change of color) to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant

Control Period" as hereafter defined, and after the "Declarant Control Period", by the Board of Directors. However, if plans have been delivered in writing by certified mail, return receipt requested, or by hand delivery to a Manager of Declarant or an architectural committee appointed by Declarant (or the Board of Directors after the "Declarant Control Period") and no response is given within thirty (30) days of such receipt, the plans shall be deemed accepted. No residence shall be built on any Lot within the property on a concrete slab, except that a residence may be built on any Lot within the property on a concrete slab if the finished floor elevation is a minimum of thirty (30) inches above the level of the finished grade of the yard. Notwithstanding anything else herein to the contrary, above ground pools shall only be allowed with prior written approval of Declarant or the architectural committee (or the Board of Directors after the "Declarant Control Period"). Such above ground pools, if allowed, shall be located in the back yard area of the Lots, and shall have decking and enclosures of wood or shrubbery to shield such pools from view.

13. No outside radio or television satellite dish antenna shall be erected on any residential Lot within the Subdivision, except there may be one (1) dish-type antenna not exceeding one meter in diameter designed to receive direct broadcast satellite service on each Lot. Any such permitted satellite dish antenna shall be located on the rear roof of the house, on a pole attached to the structure, not exceeding twenty (20) feet in total height, or at ground level if not attached to a structure. All such antennae mounted at ground level or on a pole shall be located in the rear yard area of each Lot. Notwithstanding the foregoing, such a permitted satellite dish antenna may be located elsewhere on the lot if such location restriction imposes unreasonable expense or delay or precludes reception of an acceptable quality signal. No communication device, transmitting tower or antenna exceeding the height of twenty (20) feet from ground level, shall be placed, used, or erected on any Lot within the property, either temporarily or permanently, and same shall not be permitted to exist on the property. Any communication device, transmitting tower or antenna not exceeding twenty (20) feet in height shall be located in the rear yard area of each Lot, and shall be attached to a structure.

14. No family dwelling shall be located nearer to the front lot line than forty (40) feet. No family dwelling shall be located nearer than ten (10) feet to any other side lot line. No outbuilding shall be located in front of the rear line of the dwelling building on said lot nor shall it be located nearer than ten (10) feet from any other side lot line. No structure of any sort except a fence as approved herein shall be located nearer than ten (10) feet from the rear lot line. Provided however, Declarant does hereby reserve to itself, its successors and assigns, the right to waive violations of minimum building lines and side lines and minimum square footage by no more than five percent (5%).

15. For the purposes of providing for access from the property to any adjacent or surrounding lands, the Declarant hereby retains the right to utilize any portion of the property owned by it for the installation of roads, drives or other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by Declarant over any lot presently located within the property as shown by any recorded map shall not constitute a violation of these restrictive covenants. The rights reserved in

this paragraph are assignable by the Declarant.

16. No fence shall be constructed, built or erected on any lot on the property, without having obtained written approval for same from Declarant or its designee. It is further provided that no fence of any kind shall be constructed on any lot on the property in the front yard of such lot, said front yard being defined as that area of the yard located between the formal entrance of the residence and the street.

17. All mailboxes and supporting posts shall be of a design approved by the Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as herein defined, and after the "Declarant Control Period", by the Board of Directors.

18. Each lot owner shall be a member of October Glory Homeowners' Association (hereafter Owner's Association) and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot. The Owners' Association shall be conveyed the common area shown on the recorded plat.

19. Each owner of a lot shall be entitled to one vote for each such lot owned.

20. The Owners' Association, shall have the authority to levy annual assessments for liability insurance, local taxes, recreational and other common facilities, entryways, signs, cross walks, maintenance of easements, street lighting, maintenance of the common area, and such other matters as it deems appropriate, and special assessments for capital improvements. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes by the Board of Directors of the Association. Provided that assessments for each lot upon which a residence has not been built to completion shall be at the rate of 50% of the assessments attributable to lots upon which a residence has been built to completion, provided that all lots shall be assessed at the same rate no later than the end of the "Declarant Control Period" as herein defined. Any assessment, annual or special, not paid within thirty (30) days after the due date as set forth herein in the case of annual assessments or as set by the Board of Directors in the case of special assessments, shall bear interest from the due date at the lower of (i) twelve (12%) percent per annum and (ii) the highest rate allowed by law until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Such assessments shall be a lien on the lots against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the lot sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.

(a) The personal obligation for assessments which are delinquent at the time of transfer of a lot shall not pass to the transferee of said lot unless said delinquent assessments are expressly assumed by said transferee.

(b) Any transferee referred to in (a) above shall be entitled to a statement from the

Board, regarding the status of the assessments against said lot and such transferee's lot shall not be subject to a lien for any unpaid assessments against such lot in excess of the amount therein set forth.

(c) Where a first mortgagee or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a lot, the liability of such first mortgagee or such other person for assessments shall be only for the assessments or installments thereof that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a lot shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

(d) Without releasing the transferor from any liability thereof, any unpaid portion of assessments which is not a lien under (b) above or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust or by foreclosure thereof or by deed or assignment in lieu of such foreclosure, shall be a common expense collectible from all lot owners, including the transferee under (b) above and the first mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.

No lot owner may exempt himself from liability for his share of the common expenses assessed by the association by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot or otherwise.

21. 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.

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

23. Drainage and utility easements are reserved on said lots as shown on the recorded plat mentioned above.

24. During the "Declarant Control Period", as hereafter defined, the Declarant shall have the following rights: to maintain sales offices, management offices, models and signs advertising the project; to use easements through the common elements; to elect, appoint or remove members of the Architectural Committee during the Declarant control period; to elect, appoint or remove members of the Board during the Declarant control period; provided, however, (i) that not later than 60 days after conveyance of twenty-five percent (25%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a Declarant, at least one member and not less than twenty-five percent (25%) of the members of the executive board shall be elected by owners other than the Declarant; and (ii) that not later than 60 days after conveyance of fifty percent (50%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a Declarant, not less than thirty-three percent (33%) of the members of the executive board shall be elected by owners other than the Declarant; and to add additional real estate.

The "Declarant Control Period" shall mean the period commencing on the date hereof and continuing until the earlier of (i) the date seven (7) years after the date of the first conveyance of a lot to a lot owner other than a Declarant; or (ii) the date upon which Declarant surrenders control of the project; or (iii) one hundred twenty (120) days after conveyance of seventy-five (75%) percent of the lots (including lots which may be created pursuant to special Declarant rights) to lot owners other than a Declarant; or (iv) two (2) years after the Declarant has ceased to offer lots for sale in the ordinary course of business; or (v) two (2) years after any development right to add new lots was last exercised.

25. 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.

26. 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 section of October Glory 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.

27. Greenville Utilities Commission shall install and maintain rural residential street lighting within the subdivision. Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units within the subdivision, unless the Owners' Association pays for said street lighting as part of the homeowner's assessments, 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 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. Any and all mercury vapor or sodium 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.

28. It is the intention of the Declarant and Declarant expressly reserves the right to impress with the Covenants some or all of the remaining land included in tax parcel # 22918 of the Pitt County Tax Office, provided such land is shown on a Map recorded in the Pitt County Registry, subdivided into lots along with an instrument executed by the

Declarant, its successors or assigns, specifically referring to this paragraph. The owners of lots in any such land impressed with these covenants shall become members of October Glory Owners' Association and shall be entitled to the same benefits and burdens as the original lot owners.

Whereas, there has heretofore been executed and delivered to East Carolina Farm Credit, ACA, a certain Deed of Trust, which is recorded in Book 2927, Page 104, in the Office of the Registry of Deeds of Pitt County, and,

Whereas, said Declarant desires that said existing Deeds of Trust be subordinated to this Declaration; and,

Whereas, the holder of said Notes has agreed to such subordination;

NOW, THEREFORE, said East Carolina Farm Credit, ACA, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Declarant that this Declaration shall be superior to the Deed of Trust now held by said parties and to carry out said purpose, East Carolina Farm Credit, ACA does hereby release, remise, and forever quitclaim unto said Declarant its title to and lien upon said lands to the extent, but to the extent only, that the Deed of Trust now held by it shall be subordinate to this Declaration.

But it is expressly understood and agreed that except for such subordination, the Deed of Trust now held by East Carolina Farm Credit, ACA and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment, and East Carolina Farm Credit, ACA have caused this instrument to be executed this the 17th day of April, 2012.

TUCKER FARMS, INC.
BY: [Signature]
President

EAST CAROLINA FARM CREDIT, ACA
BY: [Signature]
(VICE) PRESIDENT

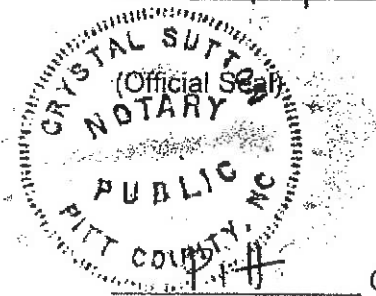
Pitt County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ralph C. Tucker, Jr.

Date: 04/17/2019

Crystal Sutt
Notary Public

My commission expires: January 25, 2022



Pitt County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: R. Gregory Gladson

Date: 04/17/2019

Crystal Sutt
Notary Public

My commission expires: January 25, 2022

