

BOOK 441 PAGE 280

NORTH CAROLINA

PASQUOTANK COUNTY

PREPARED BY H. T. MULLEN, JR./bpl

DECLARATION OF RESTRICTIVE COVENANTS

CHARLES E. MOORE SEED FARMS, INC., owner of the property situated in Nixonton Township, Pasquotank County, North Carolina, known as Sunny Acres, hereby declares that the limitations and restrictions set forth herein shall be binding upon Section C as described and delineated on plat recorded in Pasquotank County Public Registry in Map Book 10, at Page 8. Charles E. Moore Seed Farms, Inc. is hereby designated as "Owner".

If any person subsequently acquiring title to or possession of any lot or lots within said subdivision, or his heirs or assigns, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situated in said subdivision to institute legal proceedings against the person or persons violating any of said restrictions, and either prevent him from so doing or recover damages for such violation or both. Invalidation of any 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.

FIRST: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

SECOND: No dwelling shall be permitted where the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1200 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one-story; provided these requirements may be reduced to comply with the maximum house size requirements as specified by the United States of America Department of Agriculture through the Farmers Home Administration.

THIRD: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 60 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 80 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

FOURTH: No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 25,000 square feet.

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

SIXTH: No structure of a temporary character, including but not limited to a house, modular 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, nor shall any house trailer, mobile home, modular home or similar trailers be permitted on the lot either temporarily or permanently.

SEVENTH: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

EIGHTH: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

NINTH: No wrecked, unusual or deteriorated vehicles, or scrap wood, lumber or scrap metal and other useless personal property shall be allowed to remain on said lot at any time. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sturdy containers and emptied regularly. All incinerators or other equipment for the storage or disposal of such materials shall be kept clean and in sanitary condition.

TENTH: No individual sewage disposal or water system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Board of Health. Approval of such system as installed shall be obtained from such authority.

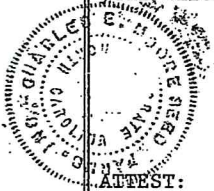
LAW OFFICES
WHITE, HALL, MULLEN,
BRUMSEY & SMALL
501 E. MAIN STREET
ELIZABETH CITY, N.C.

ELEVENTH: These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended for successive periods of ten (10) years thereafter unless prior to the expiration of any such ten (10) year period an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded revoking or modifying said restrictions.

IN WITNESS WHEREOF, Charles E. Moore Seed Farms, Inc, has caused this instrument to be signed in its Corporate name by its President and attested by its Secretary, the day and year first above written.

CHARLES E. MOORE SEED FARMS, INC.

Charles E. Moore
Charles E. Moore, President



ATTEST:

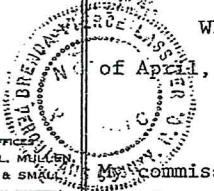
Edith B. Moore
Edith B. Moore, Secretary

NORTH CAROLINA
PASQUOTANK COUNTY

I, Brenda Pierce Lassiter, a Notary Public of the County of Perquimans, State of North Carolina, do hereby certify that Edith B. Moore personally came before me this day and acknowledged that she is Secretary of Charles E. Moore Seed Farms, Inc., a North Carolina 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 19th day of April, 1983.

Brenda Pierce Lassiter
NOTARY PUBLIC



NOTARY OFFICE
WHITE HALL BUILDING
BRUMSEY & SMITH
301 E. MAIN STREET
ELIZABETH CITY, N.C.

My commission expires:
Sept. 8, 1987

FIMJR:bpl

BOOK 471 PAGE 768

NORTH CAROLINA
PASQUOTANK COUNTY

SUNNY ACRES, SECTION C, SUBDIVISION
AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS

THIS AMENDED DECLARATION, made this 8th day of December, 1986, by CHARLES E. MOORE, SEED FARMS INC., THE BRADFORD CORPORATION, C & H PARTNERSHIP, LEWIS N. HUGHES, JUDY HUGHES, WINFRED A. FOSTER, JR., EUNICE FOSTER, FRANCISCO SAN JUAN, JR., LUCY SAN JUAN, RONALD WILLIAMS, CHERI WILLIAMS, RONNIE L. SPIVEY, ANN D. SPIVEY, JAMES HARVEY, JANICE S. HARVEY, EDWARD T. HYMAN, JR., SHERRY HYMAN, CHRISTOPHER B. BLAKE, JR., CAROL S. BLAKE, BOB N. SEGAL and SUELLEN SEGAL, hereinafter called Declarants:

W I T N E S S E T H:

THAT WHEREAS, Declarants are the subdividers and present owners of certain property situate in the County of Pasquotank, State of North Carolina, and shown and delineated on that certain map or plat entitled "Sunny Acres, Section C" recorded in Map Book 10, page 8 in the Office of the Register of Deeds of Pasquotank County, North Carolina, reference to said map or plat being hereby made for a more complete description of the foresaid property; and

WHEREAS, Declarants previously established for the aforesaid property covenants, conditions and restrictions, which are set forth in that certain instrument recorded in Deed Book 441, page 280 in the Office of the Register of Deeds of Pasquotank County, North Carolina; and

WHEREAS, Declarants now deem it desirable to amend said covenants, only as to the front lot set back requirements established in paragraph THIRD;

NOW, THEREFORE, Declarants hereby covenant, agree, declare and make known that the restrictive covenants are hereby amended by deleting the 60' front lot setback requirement in paragraph Third and inserting in lieu thereof, the following front lot setback requirements:

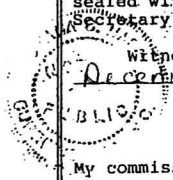
LOT NUMBER	REQUIRED SETBACK FROM FRONT LOT LINE
15	35'
16	35'
17	35'
18	40'
19	40'
20	45'
21	45'
22	50'
23	55'
24	60'
25	50'
26	35'
27	35'
28	60'
29	55'
30	60'
31	60'
32	55'
33	55'
34	50'
35	45'
36	40'
37	40'
38	40'

GEORGE S. JACKSON
ATTORNEY AT LAW
ELIZABETH CITY, N.C. 27802

BOOK 471 PAGE 770

NORTH CAROLINA
PASQUOTANK COUNTY

I, a Notary Public of Currituck County and the State aforesaid, certify that Edith B. Moore personally came before me this day and acknowledged that she is Secretary of Charles E. Moore Seed Farms, Inc., a North Carolina 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 official seal, this 11th day of December, 1986.

Deana C. Nash
Notary Public

My commission expires: Oct 16, 1991

NORTH CAROLINA
PASQUOTANK COUNTY

I, a Notary Public of Currituck County and the State aforesaid, certify that Martha Seymour personally came before me this day and acknowledged that she is Assistant Secretary of The Bradford Corporation, a Virginia 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 Assistant Secretary.



Witness my hand and official stamp or seal, this 17th day of December, 1986.

Deana C. Nash
Notary Public

My commission expires: Oct 16, 1991

NORTH CAROLINA
PASQUOTANK COUNTY

I, a Notary Public of Currituck County and the State aforesaid, certify that Michael Cuthrell and Carl G. Harrington, General Partners of C & H Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17th day of December, 1986.



Deana C. Nash
Notary Public

My commission expires: Oct 16, 1991

GEORGE S. JACKSON
ATTORNEY AT LAW
ELIZABETH CITY, N.C. 27802

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA AND THAT I AM A MEMBER OF THE NORTH CAROLINA SURVEYORS ASSOCIATION. I HAVE BEEN ADVISED BY THE LANDOWNER THAT THE PLAT IS CORRECT AND THAT THE INFORMATION CONTAINED THEREON IS TRUE AND ACCURATE. I HAVE ALSO BEEN ADVISED THAT THE PLAT IS NOT SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY OR PUBLIC UTILITIES. I HAVE ASSUMED NO RESPONSIBILITY TO OBTAIN OR MAINTAIN THE SAME UNTIL THE OPINION OF THE GOVERNING BODY OF PASQUOTANK COUNTY, NORTH CAROLINA, IS OBTAINED.

DATE: _____

CHAIRMAN, COUNTY COMMISSIONERS

SUNNY ACRES, SECT. C
PASQUOTANK COUNTY, NORTH CAROLINA
NIXON TOWN TOWNSHIP
SCALE 1 INCH = 100 FEET
REG. SURVEYOR JAN. 7, 1982
REG. SURVEYOR L. 669

I, S. EDWARD WILLIAMS, DO HEREBY CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY OF THE LAND, THAT THE ERRORS THEREON ARE CORRECTED BY THIS MAP AND DEPOSITED IN THE PUBLIC RECORDS IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYORS ACT, CHAPTER 170B, PASQUOTANK COUNTY, NORTH CAROLINA.

AND STATE DO HEREBY CERTIFY THAT S. EDWARD WILLIAMS PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE ABOVE CERTIFICATE FOR THE PURPOSES THEREIN EXPRESSED.

WITNESSES MY HAND AND SEAL THIS 10th day of _____, 1982.

Notary Public

I HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO US BY DEED RECORDED IN DEED BOOK 24, PAGE 442, AND THAT WE HEREBY WALKS, PARTS AND OTHER RIGHTS TO PUBLIC OR PRIVATE USE AS NOTED FURTHER WE CERTIFY THAT THE LAND AS SHOWN HEREON IS NOT SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY OR PUBLIC UTILITIES.

DATE: _____

OWNER

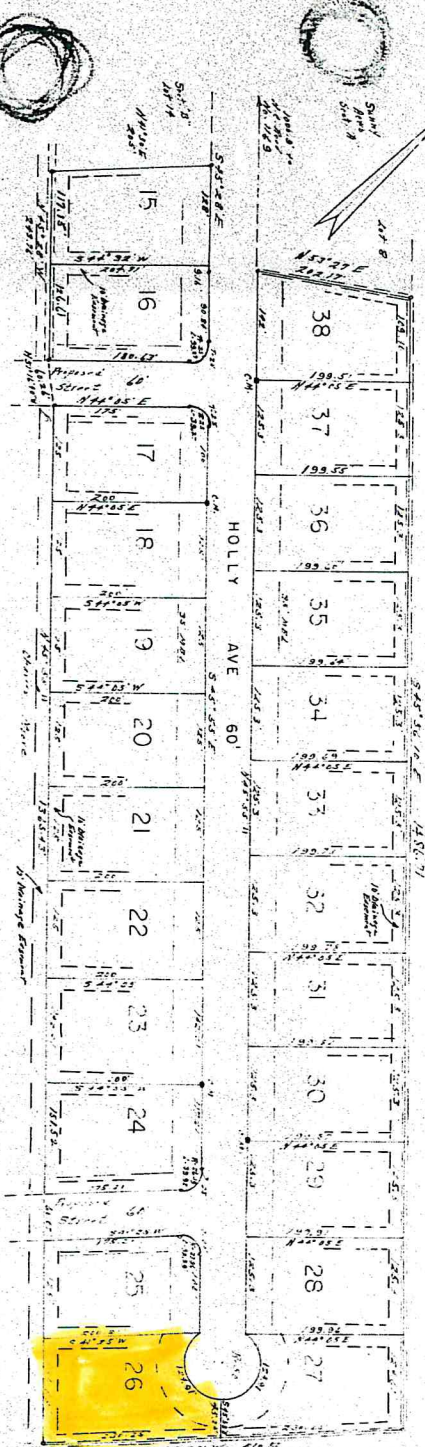
I HEREBY CERTIFY THAT THE WATER SURVEY AND BEAVER DISPOSAL, VARIATION, ENTITLED "SUNNY ACRES, SECT. C, FULLY MEETS THE REQUIREMENTS OF THE PASQUOTANK COUNTY HEALTH DEPARTMENT AND HAS BEEN APPROVED BY SAID DEPARTMENT.

DATE: _____

Notary Public

NORTH CAROLINA, PASQUOTANK COUNTY

The foregoing is signed certificate of _____ County, State of North Carolina, this _____ day of _____, 1982.



Filed for Registration on the
 10th day of April 1983
 at 4:55 o'clock P. M. and registered
 in the office of the Register of Deeds for
 Pasquotank County, North Carolina this
 20th day of April 1983
 at 11:00 o'clock A. M. in
 Book No. 10 Page 8
 By: John S. Williams
 Register of Deeds
 Deputy

Restrictive Covenants
 Amend. Plat. Covers Tr. 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38