

NORTH CAROLINA

PITT COUNTY

Bedford Subdivision, Section 2
COVENANTS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS, that Dixie Supply Company of Greenville, Inc., a North Carolina corporation, does hereby covenant and agree to and with all other persons, firms, or corporations now owning or hereafter acquiring as owners any lot or parcel of land in the area designated or located in or near the city of Greenville, North Carolina, known as Lots 8 through 10, Block "C"; Lots 1 through 9, Block "D"; Lots 1 and 21, Block "G"; Lots 8 through 11, Block "H"; Lots 9 through 12, Block "J" and Lots 2 through 16, Block "K" as shown on map of Bedford Subdivision, Section 2, dated May 22, 1984, and recorded in Map Book 32, Page 21 of the Pitt County Registry; said lots are hereby subjected to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until July 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties claiming hereunder or any of their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, except as hereinafter provided, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation except the Grantor is specifically excluded from any liability for damages; provided

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however, Grantor does hereby reserve to itself, its successors and assigns the right to waive violations of minimum building lines, side lines, and minimum square footage as hereinafter provided which violations exceed said minimum building lines, side lines, and minimum square footage by no more than five percent (5%).

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other of the provisions which shall remain in full force and effect.

4. No structure shall be erected, placed or permitted to remain on any residential plot other than one detached single family dwelling and other outbuildings built in conformity to plans approved by Grantor, its successors, assigns or designees incidental to the residential use of the plot. No structure of any type shall be started on any of the above-described lots until the plans of such structure and the plot plan showing the location of such structure has been approved by Grantor, its successors, assigns or designees. Such approval, in either event, must be in writing. If no approval or rejection has been given for such plans deposited or delivered to Grantor, its successors, or designees within thirty (30) days, the plans shall be deemed to have been approved.

PROVIDED, HOWEVER, in no event shall any garage or carport be constructed on any of the above-described lots in such a manner as to open facing the front property line of said lots.

5. No building shall be located on any residential building plot nearer to the front lot line of any lot than as shown on recorded plat at Map Book 32, Page 21 of the Pitt County Registry. Further, no building shall be located on any residential lot nearer than ten (10) feet to any side lot line.

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6. No residential structure shall be erected or placed on any building plot, which plot has an area less than the smallest lot shown on the recorded map of Bedford Subdivision, Section 2 at Map Book 32, Page 21 of the Pitt County Registry.

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

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. No dwelling costing less than \$100,000.00 shall be permitted on any lot in the tract, it being the intention to require in each instance the erection of such a dwelling as would have cost not less than the minimum cost required if the same had been erected July 1, 1984 in this locality.

The floor area of the main structure, exclusive of open porches, garages, attics and basements shall be not less than One Thousand Eight Hundred Fifty (1,850) square feet.

10. 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.

11. Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.


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

First Federal Savings and Loan Association of Pitt County and Kenneth G. Hite, Trustee, join in this instrument for the sole purpose of consenting hereto.


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IN WITNESS WHEREOF, Grantor, Dixie Supply Company of Greenville, Inc., and First Federal Savings and Loan Association of Pitt County have caused this instrument to be signed in their respective names by their duly authorized officers and their respective corporate seals affixed hereto, all by authority duly given, and Kenneth G. Hite, Trustee, has hereunto set his hand and seal, all this the 9th day of July, 1984.

DIXIE SUPPLY COMPANY OF GREENVILLE, INC.
BY: Marvin Blount, Jr. (SEAL)
PRESIDENT


ATTEST
T. F. LaColle
SECRETARY

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PITT COUNTY
BY: [Signature] (SEAL)
PRESIDENT

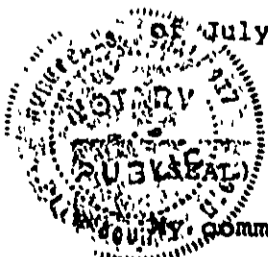

ATTEST
[Signature]
SECRETARY

Kenneth G. Hite (SEAL)
KENNETH G. HITE, TRUSTEE

NORTH CAROLINA
PITT COUNTY

I, Rebecca G. Chauncey, a Notary Public in and for the State and County aforesaid, do hereby certify that T. F. LaColle personally appeared before me this day and acknowledged that he is Secretary of DIXIE SUPPLY COMPANY OF GREENVILLE, INC., a corporation, and that by authority duly given by its Board of Directors and as an act of the corporation, the foregoing instrument was signed in its name by its President, Marvin Blount, Jr., sealed with its corporate seal and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 9th day of July, 1984.



Rebecca G. Chauncey
NOTARY PUBLIC

My commission expires: 6/17/86

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NORTH CAROLINA

PITT COUNTY

I, Rebecca G Chauncey, a Notary Public in and for the aforesaid County and State, do hereby certify that KENNETH G. HITE, TRUSTEE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 9th day of July, 1984.

Rebecca G Chauncey
NOTARY PUBLIC



My commission expires: 6/17/86

NORTH CAROLINA

PITT COUNTY

I, Rebecca G Chauncey, a Notary Public, in and for the aforesaid County and State, do hereby certify that Robert S. Messner personally appeared before me this day and acknowledged that he is _____ Secretary of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PITT COUNTY, a 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 himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 9th day of July, 1984.

Rebecca G Chauncey
NOTARY PUBLIC



My commission expires: 6/17/86

NORTH CAROLINA: Pitt County
The foregoing certificate of Rebecca G. Chauncey, N. P. of Pitt Co, NC
is certified to be correct.
Filed for registration at 2:26 o'clock P.M this 10 day of July, 1984

ELVIRA T ALLRED, Register of Deeds

By Annie G. Holder, Asst.