

See Instrument in Book A-42, Page 149.
See Instrument in Book M46, Page 497.
See Agreement in Book N-50, Page 791 BOOK Z 41 PAGE 253

NORTH CAROLINA
PITT COUNTY

W. E. DANSEY, JR. and wife, BONNIE P. DANSEY, WEDCO II, INC. and EAST CAROLINA SERVICE CORPORATION, the owners of the real estate known as Lake Ellsworth Subdivision, have adopted these covenants running with the land for the purpose of furnishing to the present and future lot owners a residential subdivision that would contribute to the best use of said land, protect and enhance the scenic beauty of the subdivision and develop a pleasant and harmonious community of people residing therein.

THEREFORE, in order to protect the present and future owners of the building sites against depreciation of their property because of improper use of surrounding building sites and to preserve the natural and scenic beauty of Lake Ellsworth Subdivision and to encourage the construction of harmonious, attractive and well built homes thereon, located on sites so as not to detract from adjacent sites, and to insure that all future owners of these lots located within Lake Ellsworth will respect the restrictions herein below set out and, in general, to provide for a quality subdivision that would be appealing to residents of the community, the undersigned, being all of the owners of the property herein described, have adopted these protective and restrictive covenants:

KNOW ALL MEN BY THESE PRESENTS, that we, W. E. DANSEY, JR., BONNIE P. DANSEY, WEDCO II, INC. and EAST CAROLINA SERVICE CORPORATION, do hereby covenant and agree with all other persons, firms or corporations now owning or hereafter acquiring as owners of any lot or parcel of land in the area known as Lake Ellsworth Subdivision and more particularly identified as the following lots shown on the map of Lake Ellsworth Subdivision

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prepared by Rivers & Associates, Inc. dated January 17, 1973, and recorded in the Office of the Register of Deeds of Pitt County, North Carolina, in Map Book 22, Page 27/ 27A and 27B Lots 1, 2, 3 and 4, Block "A", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block "B", Lot 1, Block "C", Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block "D", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block "E", Lots 1, 2, 3, 4, 5, and 6, Block "F", Lots 1, 2, 3 and 4, Block "G"; 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 should be binding on all first parties and persons claiming under them until July 1, 1993, 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, is agreed to change said covenants in whole or in part.

2. If the parties hereto or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, 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, either to prevent him or them from so doing or to recover damages or other dues for such violation; provided, the undersigned are specifically excluded from any liability for damages.

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. All of the above numbered lots shall be known, described and, after construction is completed, only used as residential purposes. No structures shall be constructed, altered, changed or permitted to remain on any of these numbered lots other than one detached single family dwelling and other outbuildings. 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 designed or approved by a licensed architect doing business in Eastern North Carolina or Wedco II, Inc., its successors or designee. Such approval in either event must be in writing. The parties of the first part may continue farming said undeveloped land until conveyed to a nonsignatory.

5. No building shall be located on any residential building plot nearer than 40 feet to the front lot line except on corner lots and then not nearer than 30 feet to any lot line abutting on a street. No building except a detached garage or other outbuilding located 115 feet or more from the front lot line shall be located nearer than 10 feet to any side lot line.

6. No residential structure shall be erected or placed on any building lot which plot has an area of less than 15,000 square feet or a width of less than 95 feet at the front building setback line, except for Lots 5, 6, 14 and 15, Block "B".

7. No noxious or offensive trade or activity shall be carried on upon any building site or anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. After conveyance of each respective lot to a nonsignatory, no signs or billboards shall be erected or maintained on the said lot except an appropriate "For Sale" sign and no trade materials or inventories may be stored upon nor may any trucks or tractors be stored or regularly parked thereon. No mini-bikes or motor-

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bikes will be used on lawns, unpaved streets or undeveloped areas.

8. No trailer, basement, tent, shack, garage, barn or other outbuildings 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. No animals other than house pets shall be kept or maintained on any part of the property.

9. No dwelling costing less than \$25,000.00 or containing less than 1,350 square feet of interior heated space 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 in July, 1973, in this locality. That is, the above cost is to be estimated on a basis of July, 1973, construction costs in this locality.

10. Nothing herein contained shall be construed as importing 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 owners reserving the right to develop other sections of the subdivision for non-residential purposes.

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

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

IN WITNESS WHEREOF, W. E. DANSEY, JR. and wife, BONNIE P. DANSEY, have hereunto set their hands and seals, and WEDCO II, INC. have caused this instrument to be signed by its President and attested by its Secretary and sealed with the common corporate seal, all by authority of its Board of Directors duly given, and

and EAST CAROLINA SERVICE CORPORATION has caused this instrument to be signed by its President and attested by its Secretary and sealed with the common corporate seal, all by authority of its Board of Directors duly given, this the _____ day of July, 1973.

[Signature] (SEAL)
W. E. DANSEY, JR.

[Signature] (SEAL)
BONNIE P. DANSEY
WEDCO II, INC.

BY: [Signature]
President

ATTEST: [Signature]
Secretary

EAST CAROLINA SERVICE CORPORATION

BY: [Signature]
President

ATTEST: [Signature]
Secretary

NORTH CAROLINA
PITT COUNTY

I, Betty J. Lee, a Notary Public in and for the State of North Carolina, do hereby certify that W. E. Dansey, Jr. and wife, Bonnie P. Dansey, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

Witness my hand and notarial seal, this the 7th day of July, 1973.

Betty J. Lee
Notary Public



Commission Expires: 10-16-74

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NORTH CAROLINA
PITT COUNTY

On this the 9th day of Sept., 1973, personally appeared before me Bonnie P. Denny who, being by me duly sworn, says that she knows the common seal of WEDCO II, INC., and is acquainted with W.L. Denny, Jr. who is President of said corporation, and that she, the said Bonnie P. Denny is the Secretary of said corporation, and saw the President sign the foregoing restrictive covenants and saw the said common seal of the said corporation affixed to said instrument by the said President and that she, the said Bonnie P. Denny, signed his name in attestation of the execution of the said instrument in the presence of said President of said corporation.

Witness my hand and notarial seal, this the 9th day of Sept., 1973.



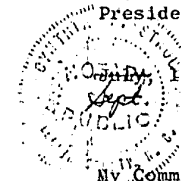
Betty J. Lee
Notary Public

My Commission Expires: 10-16-74

NORTH CAROLINA
LENOIR COUNTY

On this the 7th day of Sept., 1973, personally appeared before me W. W. Whittington who, being by me duly sworn, says that he knows the common seal of EAST CAROLINA SERVICE CORPORATION, and is acquainted with J. V. Brittle who is President of said corporation and that he, the said W. W. Whittington is the Secretary of said corporation, and saw the President sign the foregoing restrictive covenants and saw the said common seal of the said corporation affixed to said instrument by the said President and that he the said Secretary, signed his name in attestation of the execution of the said instrument in the presence of said President of said corporation.

Witness my hand and notarial seal, this the 7th day of Sept., 1973.



Cynthia Stroud Murphy
Notary Public

My Commission Expires: 11-29-75

NORTH CAROLINA
PITT COUNTY

The foregoing certificates of Betty J. Lee, a Notary Public of Pitt County, North Carolina, and Cynthia Stroud Murphy, Notary Public of Lenoir County, North Carolina, are certified to be correct.

This the 7th day of September, 1973.

RECEIVED PITT CO., N. C. REGISTER OF DEEDS REGISTER OF DEEDS, PITT COUNTY

Quincy J. Knicker, Asst.
Quincy J. Knicker, Asst.

SEP 7 4 34 PM '73

Quincy J. Knicker, Asst.