

None below

**PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
CANTERBURY SUBDIVISION, SECTION 3
WINTERVILLE, PITT COUNTY, NORTH CAROLINA**

KNOW ALL MEN BY THESE PRESENTS that Singletree, Inc., as owner of the hereinafter described real property known and designated as **CANTERBURY SUBDIVISION, SECTION 3**, does covenant and agree to and with all other persons, firms or corporations now owning, or hereinafter acquiring as owner, any lot or parcel of land in the area and subdivision designated as Canterbury Subdivision, Section 3, which is located in Winterville Township, Pitt County, North Carolina, and specifically described as Lot's: 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218 and 219 of Canterbury Subdivision, Section 3 as shown on map thereof prepared by Stroud Engineers, P.A., of record in Map Book 51, Page 164, Pitt County Registry; that said real property is subject to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

1. **EFFECT OF COVENANTS, TERMS THEREOF.** These covenants are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 2019, at which time said 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 it is agreed to change said covenants in whole or in part.

2. **ENFORCEMENT OF COVENANTS.** 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 person 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 violations.

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

4. **LAND USE AND TYPE OF BUILDING; ALL BUILDING PLANS MUST BE APPROVED.** All lots shall be known, described and restricted to residential lots. No structure shall be erected, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height, and other outbuildings, including a private garage for not more than three cars, incidental to the residential use of the lot. No structure of any type shall be started on any of the above described lots until the plans of the structure and the plot plan showing the location of such structure have

been approved by Singletree, Inc., its successors or designees. Such approval in either event must be in writing.

Due to soil conditions on certain lots, it is recommended the foundation on those lots be approved by a professional engineer to insure the foundation will be appropriate for the structure and the particular soil condition of the lot. Those lots on which foundation should be approved by a professional engineer include but are not limited to Lots: 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218 and 219, as shown on the aforesaid recorded map of Canterbury Subdivision, Section 3.

5. **BUILDING LOCATION.** No building shall be located on any residential building lot nearer to the front street or abutting the side street than the minimum setback lines as shown on the aforesaid recorded map. No building except a detached garage or a small outbuilding located 100 feet or more from the front line shall be located nearer than 10 feet to any side lot line. An error in the placement of the structures in an amount less than ten percent (10%) of the setback requirement in question shall not be a violation of these Covenants or of the provisions of the recorded plat. For the purpose of this covenant, eaves and steps shall not be considered as a 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.

6. **LOT AREA.** No residential structure shall be erected or placed on any building lot, which lot has an area of less than 10,000 square feet, or the area of the smallest recorded lot, whichever is less.

7. **DWELLING SIZE.** No dwelling having less than 1,600 square feet of interior heated space shall be allowed on any lot.

8. **NUISANCES, OFFENSIVE ACTIVITIES AND CONDITIONS.** No noxious or offensive trade or activity shall be carried on or permitted upon any lot, 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 any lot which is or may become an annoyance or nuisance to the neighborhood.

9. **COMMERICAL, BUSINESS AND TRADE ACTIVITIES PROHIBITED.** No barber shops, beauty parlors or shops, or any commercial or business activity shall be permitted or suffered to remain on any of the lots shown on the map referred to herein. However, nothing in this provision shall prevent any owner from engaging in a hobby or some other activity which is not done for profit, provided the same does not conflict with any other of the several provision of these covenants. No trade material or inventories may be stored upon the premises of any lot. No business or commercial venture shall be directed or carried on with the address of any lot in said subdivision. No trucks or tractors may be regularly stored or parked upon the premises of any lot. This provision is not, however, to be interpreted to prohibit the

owner of a pickup truck, up to three-fourths ton in size and used by the owner for his personal conveyance, to be parked upon a lot; also the owner of a lot can park thereon a lawn tractor to be used for the upkeep of his lot.

10. **TEMPORARY STRUCTURES.** 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 or mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on any lot; that this prohibition shall not exclude the use of a detached garage or other small outbuilding for storage or playroom use, properly constructed and located on a lot and approved by Singletree, Inc., prior to its erection; that travel trailers and motor homes shall not be excluded under this provision, provided that they are of the size and quality not to be offensive to the residential character of the neighborhood.

11. **SIGNS PROHIBITED.** No sign of any kind shall be displayed to the public view of any lot, except one sign of not more than eight square feet advertising the property for sale, or signs used by the developer or its agent to advertise the property during the construction and sales period.

12. **ERECTION OF FENCES.** No fence may be erected, installed or situated on any part of the lots shown on the above referred to map, without approval in writing from Singletree, Inc.

13. **TELEVISION SATELLITE DISH ANTENNAE.** No television satellite dish antenna shall be erected, placed or permitted to remain on any residential lot other than one television satellite dish antenna not more than three (3) feet in diameter and located directly behind a single family dwelling. The exact location of such television satellite dish antenna must be approved in writing by Singletree, Inc., its successors or designees. No television satellite dish antenna shall be located in the front or side yard of a single family dwelling.

14. **ANIMALS, LIVESTOCK, POULTRY AND REPTILES PROHIBITED.** No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that domesticated dogs and cats, and small, non-offensive and harmless household pets may be kept by the owner, 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. 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.

15. **SANITATION.** 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

equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. **CLEANLINESS OF LOTS.** 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 matter.

17. **COVENANTS RESTRICTED TO LOTS DESCRIBED HEREIN: RESERVATION OF RIGHT BY OWNER TO DESIGNATE LOTS AS STREETS.** 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.

Singletree, Inc., its successors and assigns, hereby expressly reserve the right and privilege to designate one or more of the lots shown on the aforesaid map of Canterbury Subdivision, Section 3, which is of record in Map Book 51, Page 164, 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 Singletree, Inc., to designate one or more lots, by recordation of an instrument in the Pitt County Registry, 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 before the construction of a house thereon; 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 Singletree, Inc., 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 thirty (30) feet.

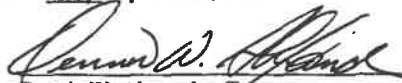
18. **EASEMENTS RESERVED.** All drainage and utilities easements as shown on the aforementioned recorded map of Canterbury Subdivision, Section 3, of record in Map Book 51, Page 164, of the Pitt County Registry are hereby reserved.

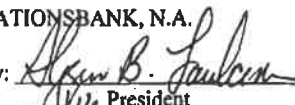
In addition, easements for the installation and maintenance of utilities and drainage facilities are reserved on each lot on the aforesaid map recorded in Map Book 51, Page 164, of the Pitt County Registry, upon and over the rear ten (10) feet of each lot (the ten (10) foot easement to be across and upon the full width of the rear of each lot) and upon and over the five (5) feet of the side yard of each lot on both sides of each lot (the five (5) foot easement on each side of each lot will be the full depth of the lot and measured five (5) feet from the side boundary line of each lot). Within said areas no structure, planting, materials or other matter or things shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage facilities or which change the direction of the flow of water

through drainage channels. Notwithstanding the retention of easements for utility and drainage facilities, as set forth herein, the owner of each lot shall have the duty and obligation to maintain and keep the area of each lot included in said easements in good and proper order and compatible with the residential nature of the subdivision, except for those improvements for which a public authority or utility company is responsible.


NATIONSBANK, N.A., possessor of the note(s) secured by the Deed of Trust hereinafter recited, and Dennis W. Alexander, Trustee, Beneficiary and Trustee, respectively, in that certain Deed of Trust dated October 8, 1997, from Singletree, Inc., to Dennis W. Alexander, Trustee for NationsBank, N.A., of record Book 763, Page 405, of the Pitt County Registry, join in the execution of this instrument for the purpose of agreeing to it, and for the purpose of subordinating said Deed of Trust to the operation of this instrument.

IN TESTIMONY WHEREOF, Singletree, Inc. and NationsBank, N.A. have each caused this instrument to be signed in its corporation name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, and Dennis Alexander, Trustee, have hereunto set their hands and seals, this the 22 day of June, 1999.

 (SEAL)
Dennis W. Alexander, Trustee

NATIONSBANK, N.A.
By: 
Alan B. Landon
President




Mary Manning
Secretary

[CORPORATE SEAL]

SINGLETREE, INC.

By: 
Dan Evans
President




Dan Evans
Secretary

[CORPORATE SEAL]

NORTH CAROLINA
COUNTY OF PITT

I, Carla W. Famularo, a Notary Public of the aforesaid County and State, do hereby certify that on the 17 day of June, 1999, before me personally appeared David A. Evans Jr., with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the President and that Winnie W. Evans is the Secretary of SINGLETREE, INC. the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; and that the name of the corporation was subscribed thereto by said President, and that said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation; and that said instrument is the act and deed of said corporation.

Witness my hand and Notarial Seal, that the 17 day of June, 1999

Carla W. Famularo
Notary Public



My commission expires: 3-21-04

NORTH CAROLINA
COUNTY OF PITT

I, M. Dawn Raiford, a Notary Public of the aforesaid County and State, do hereby certify that on the 22 day of June, 1999, before me personally appeared Alyson B. Faulconer with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the Vice President and that Mary Manning is the Asst. Secretary of NATIONSBANK, N.A. the corporation described in and which executed the foregoing instrument; that he/she knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; and that the name of the corporation was subscribed thereto by said Vice President, and that said Vice President and Asst. Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation; and that said instrument is the act and deed of said corporation.

Witness my hand and Notarial Seal, that the 22 day of JUNE, 1999

M. Dawn Raiford
Notary Public



My commission expires: 2/18/2004

NORTH CAROLINA
COUNTY OF Pitt

I, M. Dawn Raiford, a Notary Public of the aforesaid County and State, hereby certify that DENNIS W. ALEXANDER, Trustee for NationsBank, N.A., personally appeared before me this date and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and Notarial Seal on this the 22 day of JUNE, 1999.

M. Dawn Raiford
Notary Public



My commission expires: 2/18/2004

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Carla W. Famularo and M. Dawn Raiford

Notary(ies) Public is (are) certified to be correct. Filed for registration at 11:55 o'clock A M. this 23rd day of June 19 99

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