

See map recorded with this Declaration in Map Bk 14
page 13.

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NORTH CAROLINA

PASQUOTANK COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that RED LARK DEVELOPMENT CORPORATION, herein referred to as "Developer" does hereby covenant and agree to and with all other persons, firms or corporations which may hereafter acquire Lots 7 through 26 as shown on that certain plat entitled "RED LARK ACRES, SECTION B", prepared by S. Elmo Williams, Registered Surveyor, and recorded in ~~Map Book~~ ^{Map Book} ~~14~~ ¹⁴, at Page 13, in the Pasquotank County Public Registry, and being more particularly described as follows:

That certain tract of land, same being located in Mount Herman Township, Pasquotank County, and more particularly described as follows:

Beginning at a point, said point being presently designated by an iron pin and located in the centerline of a ditch, said point of beginning being the Southwest corner of Lot #7 where the same abuts the Northwest right-of-way of N. C. Road Number 1307, and from said point of beginning, thence North 83° 02' 30" West 1319.3 feet to a point; thence North 3° 04' 12" East 425.72 feet to a point; thence South 83° 02' 30" East 250.58 feet to a point; thence South 78° 19' 35" East 60.84 feet to a point; thence North 83° 02' 54" East 583.43 feet to a point; thence South 83° 02' 30" East 115 feet to a point; thence South 35° 58' 40" East 88.08 feet to a point; thence South 83° 02' 30" East 296.14 feet to a point; thence South 32° 46' West 303.6 feet to a point being presently designated by a concrete marker; thence South 30° 53' 05" West 60.03 feet to a point; thence North 57° 14' West 212.28 feet to a point; thence around a curve, the same having a radius of 18.81 and a tangent of 25 and a length of 34.49 feet to a point; thence South 48° 50' 15" West 60.87 feet to a point, being the said point and place of beginning.

Reference is made to that certain map or plat, same being entitled "RED LARK ACRES, SECTION B", same being prepared by S. Elmo Williams, Registered Surveyor, and dated the 25th day of November, 1988. The aforesaid map or plat is by reference incorporated herein.

Said real estate shall be subject to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to wit:

1. Permitted Use. All lots shall be known and designated as residential lots, and no structure shall be erected

on any of such residential lots other than one detached single family dwelling and a private garage for not more than three cars.

2. Permitted Size and Construction Materials. No dwelling containing less than 1400 square feet of interior living space, excluding all basements, garages, breezeways, porches, patios, balconies and unfinished attics, shall be allowed, even though said breezeways and porches are enclosed.

No dwelling shall be permitted on any lot unless the exterior of same is constructed of brick or other material customarily used as the exterior of dwelling houses, and unless said dwelling is of conservative architectural design, it being the intention and purpose of this provision to assure that the exteriors of all dwellings in the subdivision shall be comparable.

3. Setback lines. No building shall be erected on any of said lots nearer than fifty (50) feet to the front lot line, or nearer than fifteen (15) feet to any interior lot line or twenty (20) feet to any corner lot line. This covenant shall also apply to garages attached to dwellings. No garage shall be erected nearer the street than the front building line of the lot. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this covenant shall not be construed as permitting any portion of a building on any lot to encroach upon another lot.

4. Resubdivision of Lots Prohibited. No lot shall be resubdivided for the purpose of making smaller lots, nor shall any lot be used as or converted into a public street or public right-of-way of any nature whatsoever, without the prior written consent of the Developer, its successors and legal representatives and assigns.

5. Nuisances Prohibited. No noxious or offensive trade or activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. It is expressly stated that no horses, cows, chickens or swine may be kept on any of said lots, and no animals or pets shall be kept in a number which is not excessive when compared with neighboring households in the community. It is further expressly stated that no wrecked, unusual or deteriorated vehicles or boats, or scrap wood or lumber or scrap metal and useless personal property shall be allowed to remain on said lots at any time. The intention and purpose of this covenant is to assure a neat appearance and to prevent the existence of unsightly conditions on said lots.

6. Permitted Outbuildings. No basement, tent, shack, modular home, garage, barn or other outbuilding erected on said lots shall at any time be used as a residence, either permanently or temporarily, nor shall any residence of a temporary nature be permitted except as

herein provided. House trailers, mobile homes and other similar trailers or structures which resemble house trailers shall not be permitted to be used as residences. No structures shall be moved onto any of said lots unless the same conform with these covenants and are in harmony with the existing structures in the subdivision.

7. Septic Tank or Sewer System Required. No structure shall be used as a residence, either permanently or temporarily, on any of said lots, unless such structure is connected with a septic tank system approved by the appropriate governmental authorities, or to an established sanitary sewer system.

8. Easement Reserved. All lots in said subdivision shall be subject to reasonable and necessary drainage and utility easements along lot lines for the purpose of constructing and maintaining all necessary utilities. (An easement of forty (40) feet is hereby reserved from the center line of the dedicated streets as shown on the map or plat of said subdivision for the erection of utility lines and poles, underground lines, and other necessary utilities in the subdivision).

9. Repair and Maintenance Easement. Each lot in this subdivision shall be subject to a ten (10) foot wide repair and maintenance easement for surface and underground drainage and for the placement of other utilities. This easement shall extend along the rear property line of each lot and no permanent buildings, structures, trees, fences, or other permanent appurtenances shall be placed thereon.

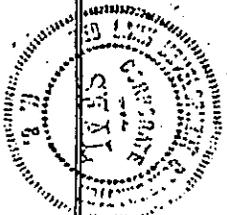
10. Maintenance of Lots. All owners of lots in the subdivision shall at all times keep and maintain their property in an orderly manner and shall prevent the accumulation of rubbish, trash and debris thereon. All owners of lots in said subdivision shall insure that their property is mowed regularly, and shall prevent any excessive growth of grass, weeds, brush or bramble thereon. Outside garbage and trash accumulations shall be maintained in closed, sturdy containers as inconspicuously as possible and emptied regularly.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant whether to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions and other covenants shall remain in full force and effect.

IN TESTIMONY WHEREOF, Developer has hereunto caused this instrument to be signed in its corporate name by its president, attested by its secretary, and corporate seal affixed hereto, all by authority duly given, this the 9th day of March, 1989.



RED LARK DEVELOPMENT CORPORATION

By: Robert B. Hewitt (SEAL)
ROBERT B. HEWITT
President

(Corporate Seal)

ATTEST:

Carol P. Hewitt
CAROL P. HEWITT
Secretary

STATE OF NORTH CAROLINA
COUNTY OF PASQUOTANK

I, the undersigned Notary Public, do hereby certify that Carol P. Hewitt personally appeared before me this day and acknowledged that she is Secretary of Red Lark Development 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 10th day of

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March, 1989

Janet L. Riddick (Lilley)
Notary Public

My Commission Expires:

2-24-91

NORTH CAROLINA

PASQUOTANK COUNTY

The foregoing or annexed certificate of Janet L. Riddick (Lilley), a Notary Public of the County of Gates, State of North Carolina, is certified to be correct.

This the 14th day of March, 1989

J. C. Spence
Register of Deeds

By: Delia J. Summers
Deputy Assistant

Filed for registration and duly recorded on the 14th day of March, 1989, at 10:05 o'clock A. M.

J. C. Spence
Register of Deeds
By: Delia J. Summers
Assistant