

mailed H.E. Whichard, Jr.
P.O. Box 1863
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27835-1863

**RESTRICTIVE COVENANTS
FOR
WHITAKER GLEN SUBDIVISION**

This Declaration of Restrictive Covenants, is executed by H. E. Whichard, Jr., Unmarried, being the owner of all that real estate designated as WHITAKER GLEN Subdivision, hereafter referred to as the Developer. These Restrictive Covenants shall nullify Restrictive Covenants previously recorded in Deed Book 1739 Page 493, Deed Book 2099 Page 428, Deed Book 2099 Page 445 and Deed Book 2549 Page 803 as provided for by Paragraph 16. These Restrictive Covenants shall apply to LOT 1 as shown in Map Book 59 Page 8, LOTS 2, 3, 4, 5, 30 and 31 as shown on Map Book 65 Page 54 and LOTS 53, 54, 55, 56, 57, 58, 59, 60 and 61 as shown on Map Book 65 Page 55, and LOTS 62 and 63 as shown on Map Book 61 Page 67 of the Pitt County Registry. The Developer desires to protect future owners and occupants of homes and dwellings located in this subdivision from the encroachment of undesirable buildings and building practices and further generally to preserve the subdivisions as areas suitable for healthful and pleasant living conditions and as such by the recording of this instrument the owner intends to create certain restrictions upon himself and future owners of the lots and property located within Whitaker Glen Subdivision; and

NOW, THEREFORE in consideration of the premises and for the purposes herein expressed, the owner does hereby set forth and declare the following restrictions:

1. **Land use and building type.** No lot shall be used except for residential purposes. Any commercial or business use is strictly prohibited. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling and a private garage for not more than two cars. Each dwelling shall be a minimum of 1,200 square feet.
2. **Foundation.** All homes shall be placed on a permanent continuous outside masonry foundation around the entirety of the home with a crawl space or alternatively a raised slab with a brick curtain.
3. **Structure location.** No structure shall be located on any lot nearer than fifty feet (50) to the front lot line. No building shall be located on any lot nearer than ten (10) feet to an interior lot line or nearer than twenty (20) feet to the rear lot line. 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 shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. **Number of buildings and lots.** Only one residence shall be permitted on each lot. Not lot shall be further subdivided.
5. **Easements.** Easements, including but not limited to water, sewer, gas, cable and right of way, for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easement no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All easements of ingress and egress, as shown on the recorded plat, shall be an encumbrance on the lot the easement is placed upon.



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 Pitt County, NC
 Deborah T Barrington REG OF DEEDS
 BK 2785 Pg 438-440

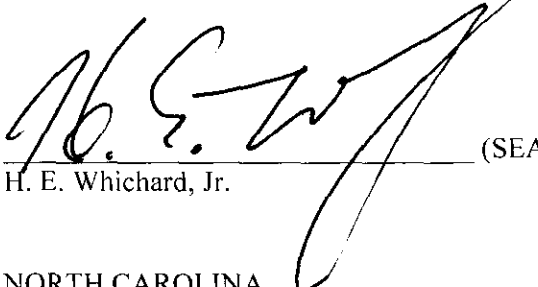
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6. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. **Temporary structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, bar or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
8. **Signs.** No sign of any kind shall be displayed to the public view on any lot except on non-flashing professional sign of not more than six (6) square feet in area advertising the property for sale during its construction or sales periods.
9. **Fences.** No fences shall be erected on any lot or residence unless and until the design and plan for same has been approved by Developer.
10. **Satellite dish, antennae.** No satellite dish, radio or television antennae shall be erected on a lot or residence until Developer grants permission. In no event shall permission be granted for satellite dishes exceeding 36" in diameter.
11. **Livestock and poultry.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, for any purpose except that dogs, cats, (not to number more than two and three respectively) or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No hogs, pigs, or horses shall be kept on any lot.
12. **Garbage, refuse disposal and vehicles.** 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Owners shall be required to keep their respective lots free and clean of weeds, rubbish, trash, debris and other matter. Upon failure by any owner to maintain his/her lot, and after thirty (30) days notice delivered by the USPS by Developer or his agents or assigns, shall have the right to enter upon the premises of such owner and to mow, trim and otherwise maintain said lot so as to bring it in compliance with this covenant, and the costs of such work to be assessed against and paid by lot owner. No inoperative vehicles such as cars, trucks, buses, tractors, or other equipment may be kept on any lot. All vehicles stored on lots must maintain insurance, valid license plate and current inspection. Additionally, no commercial trucks shall be stored on any lot, road or any other portion of the subdivision.
13. **Sewage disposal.** No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements for such system which are substantially equal to or exceed the minimum requirements for such system as are required by the Pitt County Health Department.
14. **Streets.** All streets, if any, constructed in the subdivision shall be constructed to meet minimum North Carolina Department of Transportation Standards.
15. **Siding and roof.** All homes in this subdivision must have vinyl, wood, brick or other siding approved by the Developer with asphalt shingle roof or other materials that may be approved by the Developer.
16. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, before which time said covenants may be extended for successive periods of ten years as provided by law unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. However, the Developer

reserves the right to change these covenants in whole or part until such time as fifty percent (50%) or more of the lots have been sold.

- 17. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
- 18. **Severability.** Invalidation of any one of these covenants by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

In Witness Whereof the said H. E. Whichard, Jr. has caused these presents to be signed, acknowledged and delivered in his name this 17th day of September 2010.


 _____ (SEAL)
 H. E. Whichard, Jr.

NORTH CAROLINA
PITT COUNTY

I, Geoffrey Sands, a Notary Public in and for the County and State aforesaid, do hereby certify that this day personally appeared before me H. E. Whichard, Jr. and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 17th day of September 2010.



Notary Public
My Commission Expires: 2/8/2014

