

PREPARED BY: DALLAS W. MCPHERSON, Attorney at Law

NORTH CAROLINA

PITT COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 14th day of June, 1988, by LEON R. HARDEE and wife, LINDA I. HARDEE, ROBERT D. STOKES and wife, RUTH W. STOKES, and WAYNE K. STOKES and wife, LINDA P. STOKES, all of Pitt County, North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "property") lying and being situate in Grimesland Township, Pitt County, North Carolina, and being all of Section IV of Brittany Ridge, as shown on map of record in Map Book 36, Page 87, Pitt County Registry, reference to which is hereby made for a more full, complete and accurate description of said property;

NOW, THEREFORE, Declarant hereby declares that all of the property herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such party, to-wit:

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them until May 1, 2008, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots located within said lands, it is agreed to change said covenants in whole or in part.

2. This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage or carport for not more than two cars) and one non-detached outbuilding to be constructed incidental to the residential use of the property.

3. The ground floor area of any dwelling constructed on any lot on the property, exclusive of one story open porches and garages, shall not be less than 1,600 square feet in the case of a one-story structure, shall not be less than 1,000 square feet in the case of a one and one-half story structure, and shall not be less than 800 square feet in the case of a two-story structure.

DALLAS W MCPHERSON
ATTORNEY AT LAW
10 WEST FORTH STREET
PO BOX 2428
GREENVILLE, NC
27630 2428
PHONE 768-7222

4. No noxious or offensive trade or activity shall be carried on upon the property, 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 the property which is or may become an annoyance or nuisance to the neighborhood.

5. 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, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.

6. No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale.

7. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any portion of the property, except that domesticated dogs, including hunting dogs, and cats and small non-offensive and harmless household pets may be kept by the owner of the property, 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.

8. No barbershop, beauty parlors, or shops, or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.

9. No trucks or tractors may be regularly stored or parked upon the property. This provisions shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to 3/4 tons in size, being used by any owner of this property for his personal conveyance, and such truck may be parked upon the property. Also, the owner of any portion of the property may park thereon a lawn tractor to be used for the upkeep of the property.

10. 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 materials shall be kept in a clean and sanitary condition.

11. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of this property free and clear of weeds, rubbish, trash, debris and other matter.

12. To prevent driveways to each residence located on any lot within the property from disrupting existing street drainage, it is required that fifteen inch (15") pipe be properly installed under the driveways to such lots pursuant to required specifications unless a different size is approved by the North Carolina Department of Transportation. Each owner shall grass the ditch on each side of said pipe to prevent erosion and shall keep the ditch and pipes cleaned out so as to permit a free flow of water.

13. No residence shall be built on any lot within the property on a concrete slab.

14. No fence shall be constructed, built or erected on any lot on the property, except for a chain link fence, a split-rail fence, or privacy fence constructed of salt treated lumber or redwood; and any such chain link fence, split-rail fence or privacy fence shall be constructed, built or erected at least one foot from the property lines of such lot, after having obtained written approval for same from Declarant or its designee. It is further provided that no fence of any kind shall be constructed on any lots on the property in the front yard of such lot, said front yard being defined as that particular area of the yard located between the formal entrance of the residence and the street.

15. No dwelling, building, structure or outbuilding, of any kind or nature, shall be constructed, erected, placed or altered on any lot on the property until the construction plans, specifications and plans showing the location of such structures have been approved in writing by Declarant or its designee.

16. No family dwelling shall be located nearer to the front lot line than the minimum building setback lines as shown on the recored map. No family dwelling shall be located nearer than ten (10) feet to any side lot or back lot line. No outbuilding may be located within one hundred (100) feet from the front lot line and shall not be located nearer than ten (10) feet to any side or back lot line.

17. For the purpose of providing for access from the property to any adjacent or surrounding lands, the Declarant hereby retains the right to utilize any portion of the property for the installation of roads, drives or other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by Declarant over any lot presently located within the property as shown by any recorded map shall not constitute a violation of these restrictive covenants.

BCC# 183 PAGE 78

PAGE 4

18. No satellite dish or comparable communication device, and no transmitting tower or antenna exceeding a height of twenty (20) feet from ground level, shall be placed, used or erected on any lot within the property, either temporarily or permanently, and same shall not be permitted to exist on the property.

19. The invalidation of any one of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

20. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the day and year first above written.

Leon R. Hardee (SEAL)
Leon R. Hardee

Linda I. Hardee (SEAL)
Linda I. Hardee

Robert D. Stokes (SEAL)
Robert D. Stokes

Ruth W. Stokes (SEAL)
Ruth W. Stokes

Wayne K. Stokes (SEAL)
Wayne K. Stokes

Linda P. Stokes (SEAL)
Linda P. Stokes

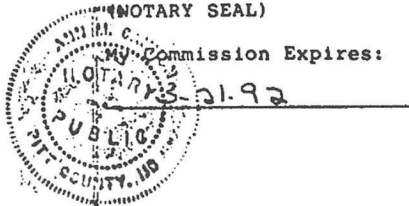
NORTH CAROLINA

PITT COUNTY

I, Ann M. Cannon, a Notary Public for said County and State, certify that LEON R. HARDEE and wife, LINDA I. HARDEE; ROBERT D. STOKES and wife, RUTH W. STOKES and WAYNE K. STOKES and wife, LINDA P. STOKES personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 14th day of June, 1988.

Ann M. Cannon
Notary Public



NORTH CAROLINA: Pitt County
The foregoing certificate of Ann M. Cannon N. P. of Pitt Co. NC
is certified to be correct.
Filed for registration at 2:37 o'clock P. M. this 20 day of June, 1988
ELVINA T. ALLISON, Register of Deeds
By Elvina T. Allison